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FOREST MANUAL

VOLUME II

APPENDICES

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THE ELEPHANT PRESERVATION ACT, VI OF 1879.

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ACT No. VI OF 1879.

Passed by the Governor General of India in Council.

[Received the assent of the Governor General on the 22nd March 1879.]

An Act for the Preservation of wild Elephants.

WHEREAS it is expedient to provide for the preservation of wild elephants; It is hereby enacted as follows :—

1. This Act may be called "The Elephants Preservation Act, 1879". Short title.

It extends to the territories now respectively administered by the Lieutenant-Governor of the North-Western Provinces and the Chief Commissioners of Oudh, the Central Provinces, British Burma and Coorg; and the Local Government may, with the previous sanction of the Governor General in Council, extend it to any other local area by notification in the local official Gazette. Local extent.

So far as regards the power to make declarations and rules, it shall come into force on the passing thereof. In other respects it shall come into force on the first day of April, 1879. Commencement.

2. The words "kills or catches elephants", in section 25, clause (4), of the Indian Forest Act, 1878, and the words "killing or catching elephants", in section 31, clause (7), of the same Act, shall be repealed in every local area to which this Act extends or is extended. Repeal.

3. No person shall kill, injure or capture, or attempt to kill, injure or capture, any wild elephant unless— Killing and capture of wild elephants prohibited.

(a) In defence of himself or some other person ;

(b) When such elephant is found injuring houses or cultivation, or upon, or in the immediate vicinity of, any main public road or any railway or canal ; or

(c) as permitted by a license granted under this Act.

4. Every elephant captured, and the tusks of every elephant killed, in any of the cases mentioned in section three, clauses (a) and (b), by any person not licensed under this Act, shall be the property of Government. Rights of Government with respect to certain elephants and tusks.

License to
kill and
capture wild
elephants.

5. The Collector or Deputy Commissioner of any district may, subject to such rules as may for the time being be in force under this Act, grant licenses to kill, or to capture, or to kill and capture, wild elephants in such district.

Provided that no such license shall authorize any person to enter upon any land without the consent of the owner or occupier thereof.

Power of
Local Gov-
ernment.

6. The Local Government may, from time to time, subject to the control of the Governor General in Council,

to declare
what are main
roads and
canals,

declare what shall be deemed to be main public roads and canals within the meaning of this Act, and

and to make
rules as to
licenses.

make rules consistent with this Act for regulating—

- (a) the grant and renewal of licenses under this Act,
- (b) the fees (if any) in money, tusks or captured elephants to be charged on such grant and renewal,
- (c) the time during which such licenses shall continue in force, and
- (d) the conditions (if any) on which they shall be granted.

All such declarations and rules shall be published in the local official Gazette and shall thereupon have the force of law.

Penalty for
contravening
section 8.

7. Whoever, in contravention of section three, kills, injures, or captures or attempts to kill, injure or capture, any wild elephant, shall be punished with fine which may extend to five hundred rupees for each elephant concerned,

and whoever breaks any condition contained in a license granted under this Act shall be punished with fine which may extend to five hundred rupees.

Any person convicted of a second offence under this section shall be punished with imprisonment which may extend to six months, or with fine or with both.

When any person holding a license under this Act is convicted under this section, such license shall become void and shall be delivered up to the convicting Magistrate.

License to be
produced and
shown on
requisition of
certain officers.

8. Any officer of Revenue or Police, or any forest-officer, who may find any person killing, injuring or capturing, or attempting to kill, injure or capture, any wild elephant, except in the cases mentioned in section three, clauses (a) and (b), may require him to produce and show a license granted to him under this Act.

Any person who, on such request, wilfully refuses or is unable to produce and show such license as aforesaid, shall, in addition to any other punishment to which he may be liable under this Act, be punished with fine which may extend to one hundred rupees.

9. Every prosecution under this Act shall be commenced within six months from the commission of the offence in respect of which it is instituted.

10. The amount or value of any fee payable under any license granted under this Act may be recovered from the licensee as if it were an arrear of land-revenue.

ACT No. VIII OF 1912.

Passed by the Governor General of India in Council.

[Received the assent of the Governor General on the 18th September 1912.]

An Act to make better provision for the protection and preservation of certain wild birds and animals.

WHEREAS it is expedient to make better provision for the protection and preservation of certain wild birds and animals; It is hereby enacted as follows :—

1. (1) This Act may be called the Wild Birds and Animals Protection Act, 1912 ; and Short title and extent.

(2) It extends to the whole of British India, including British Baluchistan, the Sonthal Parganas and the Pargana of Spiti.

2. (1) This Act applies, in the first instance, to the birds and animals specified in the Schedule, when in their wild state. Application of Act.

(2) The Local Government may, by notification in the local official Gazette, apply the provisions of this Act to any kind of wild bird or animal other than those specified in the Schedule, which, in its opinion, it is desirable to protect or preserve.

3. The Local Government may, by notification in the local official Gazette, declare the whole year or any part thereof to be a close time throughout the whole or any part of its territories for any kind of wild bird or animal to which this Act applies, or for female or immature wild birds or animals of such kind ; and, subject to the provisions hereinafter contained, during such close time, and within the areas specified in such notification, it shall be unlawful— Close time.

(a) to capture any such bird or animal, or to kill any such bird or animal which has not been captured before the commencement of such close time ;

(b) to sell or buy, or offer to sell or buy, or to possess, any such bird or animal which has not been captured or killed before the commencement of such close time, or the flesh thereof ;

(c) If any plumage has been taken from any such bird captured or killed during such close time to sell or buy or to offer to sell or buy, or to possess, such plumage.

Penalties.

4. (1) Whoever does or attempts to do, any act in contravention of section 3, shall be punishable with fine which may extend to fifty rupees.

(2) Whoever, having already been convicted of an offence under this section, is again convicted thereunder shall, on every subsequent conviction, be punishable with imprisonment for a term which may extend to one month, or with fine which may extend to one hundred rupees or with both.

Confiscation.

5. (1) When any person is convicted of an offence punishable under this Act, the convicting Magistrate may direct that any bird or animal in respect of which such offence has been committed, or the flesh or any other part of such bird or animal, shall be confiscated.

(2) Such confiscation may be in addition to the other punishment provided by section 4 for such offence.

Cognizance of offences.

6. No Court inferior to that of a Presidency Magistrate or a Magistrate of the second class shall try any offence against this Act.

Power to grant exemption.

7. Where the Local Government is of opinion that, in the interests of scientific research, such a course is desirable, it may grant to any person a license, subject to such restrictions and conditions as it may impose, entitling the holder thereof to do any act which is by section 3 declared to be unlawful.

Savings.

8. Nothing in this Act shall be deemed to apply to the capture or killing of a wild animal by any person in defence of himself or any other person, or to the capture or killing of any wild bird or animal in bona fide defence of property.

Repeal.

9. The Wild Birds Protection Act, 1887, is hereby repealed.

XX of 1887.

THE SCHEDULE.

(i) Bustards, ducks, francolins, jungle fowl, partridges, peafowl, pheasants, pigeons, quail, sand-grouse, painted snipe, spur-fowl, wood-cock, herons, egrets, rollers, and king-fishers.

(ii) Antelopes, asses, bison, buffaloes, deer, gazelles, goats, hares, oxen, rhinoceroses, and sheep.

APPENDIX III.

THE CATTLE-TRESPASS ACT, 1871 (1 OF 1871).

As Modified up to the 1st May 1910.

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SCHEDULE.

ACT No. I OF 1871.

[13th January, 1871.]

An Act to consolidate and amend the law relating to Trespasses by Cattle.

[As modified up to the 1st May 1910.]

WHEREAS it is expedient to consolidate and amend the law relating to trespasses by cattle; It is hereby enacted as follows :—

CHAPTER I.

Preliminary.

1. (1) This Act may be called the Cattle-trespass Act, 1871; and
(2) It extends to the whole of ³ British India, except the Presidency-towns and such local areas as the Local Government, by notification in the official Gazette, may from time to time, exclude, from its operation.⁴

Title and extent.

¹ For the Statement of Objects and Reasons, see *Gazette of India*, 1870, Pt. V, p. 810; for Proceedings in Council, see *ib.*, Supplement, pp. 1150, 1270, 1290, and Supplement, 1871, p. 178.

² This section was substituted by the Cattle-trespass Act (1871) Amendment Act, 1891 (1 of 1891), s. 1, Genl. Acts, Vol. IV.

³ This Act has been declared in force in Upper Burma generally (except the Shan States) by, the Burma Laws Act, 1898 (13 of 1898), s. 4 (1) and Sch. 1, Bur. Code; in the Hill District of Arakan, by the Arakan Hill District Laws Regulation, 1874 (9 of 1874), s. 3, *ibid.*; in British Baluchistan, by the British Baluchistan Laws Regulation, 1890 (1 of 1890), s. 3, Bal. Code; in the Sonthal Parganas, by the Sonthal Parganas Settlement Regulation (3 of 1872), as amended by the Sonthal Parganas Justice and Laws Regulation 1899 (3 of 1899), s. 3, Bon. Code; and in Angul and the Khondmals, by the Angul District Regulation, 1894, (1 of 1894), s. 3, *ibid.* It has been declared, by notification under s. 3 (a) of the Scheduled Districts Act, 1874 (14 of 1874), to be in force in the following Scheduled Districts, namely :—

The Districts of Hazaribagh, Lohardaga and Manbhum, and Pargana Dhalbhum and the Kolhan in the District of Singhbhum [*Gazette of India*, 1881, Pt. I, p. 504; the District of Lohardaga included at this time the present District of Palamau, which was separated in 1894; the District of Lohardaga is now called the Ranchi District, see *Calcutta Gazette*, 1899, Pt. I, p. 41]; and the North-Western Provinces Terni, *Gazette of India*, 1876, Pt. I, p. 505; the Scheduled Districts in Ganjam and Vizagapatnam, *ibid.*, 1899, Pt. I, p. 720.

It has been extended, by notification under s. 16 of the Burma Laws Act, 1898 (13 of 1898) to the Civil Station of Lashio in the State of North Hsenwi, *Burma Gazette*, 1898, Pt. I, p. 584.

It has been extended to the Civil Station of Taunggyi in the State of Yawng Hwe, *ibid.*, 1895, Pt. I, p. 550.

⁴ For notification issued by the Government of the United Provinces under this power—see, U. P. R. and O.

(3) The Local Government may at any time, by notification in the official Gazette, cancel or vary a notification under sub-section (2).

Repeal of
Acts.

2. The Acts mentioned in the schedule hereto annexed are repealed.

References to
repealed Acts.

References to any of the said Acts in Acts passed subsequently thereto shall be read as if made to this Act.

All pounds established, pound-keepers appointed and villages determined under Act No. III of 1857 (*relating to trespasses by cattle*), shall be deemed to be respectively established, appointed and determined under this Act.

Interpreta-
tion-clause.

3. In this Act :—

“Officer of police” includes also village-watchman, and

“cattle” includes also elephants, camels, buffaloes, horses, mares, geldings, ponies, colts, fillies, mules, asses, pigs, rams, ewes, sheep, lambs, goats, and kids, ² [and

“local authority” means any body of persons for the time being invested by law with the control and administration of any matters within a specified local area, and

“local fund” means any fund under the control or management of a local authority].

CHAPTER II.

Pounds and Pound-keepers.

Establishment
of pounds.

4. Pounds shall be established at such places as the Magistrate of the District, subject to the general control of the Local Government, from time to time ³ directs.

The village by which every pound is to be used shall be determined by the Magistrate of the ⁴ District.

Control of
pounds.
Rates of
charge for
feeding
impounded
cattle.

5. The pounds shall be under the control of the Magistrate of the District; and he shall fix, and may from time to time alter, the rates of charge for feeding and watering impounded cattle.

Appointment
of pound-
keepers.

6. The Magistrate of the District shall also appoint for each pound a pound-keeper :

¹ Act 3 of 1857 is repealed by this Act—see Schedule.

² These words were added to s. 3 by the Cattle-trespass Act (1871) Amendment Act, 1891 (1 of 1891), s. 2, Genl. Acts, Vol. IV.

³ For rules and forms as to cattle pounds in Sind, see Bom. R. and O.

⁴ In the Civil Station of Lashio in the Shun State of North Hsenwi, the jurisdiction, powers and duties of a District Magistrate or of a Subdivisional Magistrate, being a Magistrate of the first class, are exercised by the Superintendent of the Northern Shun States, and every Assistant Superintendent of the Shan States, respectively—see *Burma Gazette*, 1898, Pt. I, p. 535.

Provided that, in the Presidency of Fort St. George, the heads of villages and in the Presidency of Bombay, the police pátils or (where there are no police pátils) the heads of villages, shall be *ex officio* the keepers of village pounds. *Ex officio pound-keepers in Madras and Bombay.*

Every pound-keeper appointed by the Magistrate of the District may be suspended or removed by such Magistrate. *Suspension or removal of pound-keepers.*

Any pound-keeper may hold simultaneously any other office under Government. *Pound-keepers may hold other offices.*

Every pound-keeper shall be deemed a public servant within the meaning of the ¹ Indian Penal Code. *Pound-keepers to be "public servants".*

XLV of 1880.

Duties of pound-keepers.

7. Every pound-keeper shall keep such registers and furnish such returns as the Local Government from time to time ²directs. *To keep registers and furnish returns.*

8. When cattle are brought to a pound, the pound-keeper shall enter in his register— *To register seizures.*

- (a) the number and description of the animals,
 - (b) the day and hour on and at which they were so brought,
 - (c) the name and residence of the seizer, and
 - (d) the name and residence of the owner, if known,
- and shall give the seizer or his agent a copy of the entry.

9. The pound-keeper shall take charge of, feed and water the cattle until they are disposed of as hereinafter directed. *To take charge of and feed cattle.*

CHAPTER III.

Impounding Cattle.

10. The cultivator or occupier of any land, or any person who has advanced cash for the cultivation of the crop or produce on any land, or the vendee or mortgagee of such crop or produce, or any part thereof, may seize or cause to be seized any cattle trespassing on such land, and doing damage thereto or to any crop or produce thereon, and ³ [send them or cause them to be sent within twenty-four hours] to the pound established for the village in which the land is situate. *Cattle damaging land.*

¹ Genl. Acts, Vol. I.

² For notification prescribing registers and returns in Burma, see *Burma Gazette*, 1932, Pt. I, p. 794.

³ These words in s. 10 were substituted for the words "take them or cause them to be taken without unnecessary delay" by the Cattle-trespass Act (1371) Amendment Act, 1891 (1 of 1891), s. 3, Genl. Acts, Vol. IV.

Police to aid seizures.

All Officers of Police shall, when required, aid in preventing (a) resistance to such seizures, and (b) rescues from persons making such seizures.

Cattle damaging public roads, canals and embankments.

11. Persons in charge of public roads, pleasure-grounds, plantations, lower canals, drainage-works, embankments and the like, and officers of police may seize, or cause to be seized, any cattle doing damage to such roads, grounds, plantations, canals, drainage-works, embankments, and the like, or the sides or slopes of such roads, canals, drainage-works or embankments, or found straying thereon,

and shall ²send them or cause them to be sent within twenty-four hours] to the nearest pound.

Fines for cattle impounded.

12. For every head of cattle impounded as aforesaid, the pound-keeper shall levy a fine according to the following ³ scale :—

Elephant	...	...	...	Two rupees.
Camel or buffalo	...	...	...	Eight annas.
Horse, mare, gelding, pony, colt, filly, male, bull, bullock, cow or heifer	...	...	...	Four „
Calf, ass or pig	...	...	...	Two „
Ram, ewe, sheep, lamb, goat or kid	...	...	...	One anna.

⁴ Provided that when it appears to the Local Government from the report of a Magistrate of a District, or on the representation of a local authority, that, in any local area subject to the jurisdiction or control of such Magistrate or authority, cattle are habitually allowed to trespass on land and damage crops or other produce thereon, the Local Government may, by notification in the official Gazette, direct that, for every head of cattle of any kind specified therein which may be seized within such local area and

¹ As to the application of s. 11 to forests, see the Indian Forest Act, 1878 (7 of 1878), s. 60, Genl. Acts, Vol. II; the Burma Forest Act, 1902 (Bur. Act 4 of 1902), s. 49; the Assam Forest Regulation, 1891 (7 of 1891), s. 60, E. B. & A. Code; to Railways, see the Indian Railways Act, 1890 (9 of 1890), s. 125 (4), Genl. Acts, Vol. IV.

² These words in s. 11 were substituted for the words "take them without unnecessary delay, by the Cattle-trespass Act (1871) Amendment Act, 1891 (1 of 1891), s. 4, Genl. Acts, Vol. IV.

³ For power to prescribe a different scale for cattle impounded under Forest laws, see the Indian Forest Act, 1878 (7 of 1878), s. 70, Genl. Acts, Vol. II; the Burma Forest Act, 1902 (Bur. Act 4 of 1902), s. 57; and the Assam Forest Regulation, 1891 (7 of 1891), s. 67, E. B. & A. Code. As to additional penalties in the case of cattle trespassing on a railway, see the Indian Railways Act, 1890 (9 of 1890), s. 125 (1) and (3), Genl. Acts, Vol. IV.

⁴ This proviso was added to the first paragraph of s. 12 by the Cattle-trespass Act (1871) Amendment Act, 1891 (1 of 1891), s. 5 (1), Genl. Acts, Vol. IV.

impounded aforesaid, the pound-keeper shall levy such fine, not exceeding double the fine mentioned in the foregoing scale, as may be prescribed in the ¹ notification.

All fines so levied shall be sent to the Magistrate of the District through such officer as the Local Government from time to time ² directs.

A list of the fines and of the rates of charge for feeding and watering cattle shall be stuck up in a conspicuous place on or near to every pound. List of fines and charges for feeding.

³ [The Local Government may at any time, by notification in the official Gazette, cancel or vary a notification under the proviso to the first paragraph of this section.]

CHAPTER IV.

Delivery or Sale of Cattle.

13. If the owner of the impounded cattle or his agent appear and claim the cattle, the pound-keeper shall deliver them to him on payment of the fines and charges incurred in respect of such cattle. Procedure when owner claims the cattle and pays fines and charges.

The owner or his agent, on taking back the cattle, shall sign a receipt for them in the register kept by the pound-keeper.

14. If the cattle be not claimed within seven days from the date of their being impounded, the pound-keeper shall report the fact to the officer in charge of the nearest police-station, or to such other officer as the Magistrate of the District appoints in this behalf. Procedure if cattle be not claimed within a week.

Such officer shall thereupon stick up in a conspicuous part of his office a notice stating—

- (a) the number and description of the cattle,
- (b) the place where they were seized,
- (c) the place where they are impounded,

and shall cause proclamation of the same to be made by beat of drum in the village and at the market-place nearest to the place of seizure.

¹ For notifications under this power issued for various local areas by the—

- (a) Government of Bombay, *see* Bom. R. and O.;
- (b) Chief Commissioner of the Central Provinces, *see* C. P. R. and O.;
- (c) Government of Madras, *see* Mad. R. and O.;
- (d) Government of the United Provinces of Agra and Oudh, *see* U. P. R. and O.;
- (e) Government of Burma, *see* Burma Gazette, 1903, Pt. I, p. 98;
- (f) Chief Commissioner, Baluchistan, *see* Gazette of India, 1908, Pt. II, p. 1915.

² For notification issued under this clause for Burma, *see* Burma Gazette, 1902, Pt. I, p. 37.

³ This paragraph was added to s. 12 by the Cattle-trespass Act (1871) Amendment Act, 1891 (1 of 1891), s. 5 (21), Genl. Acts, Vol. IV.

If the cattle be not claimed within seven days from the date of the notice, they shall be sold by public auction by the said officer, or an officer of his establishment deputed for that purpose, at such place and time and subject to such conditions as the Magistrate of the District by general or special order from time to time directs :

Provided that, if any such cattle are, in the opinion of the Magistrate of the District, not likely to fetch a fair price if sold as aforesaid, they may be disposed of in such manner as he thinks fit.

Delivery to owner disputing legality of seizure, but making deposit.

15. If the owner or his agent appear and refuse to pay the said fines and expenses, on the ground that the seizure was illegal and that the owner is about to make a complaint under section 20, then upon deposit of the fines and charges incurred in respect of the cattle, the cattle shall be delivered to him.

Procedure when owner refuses or omits to pay the fines and expenses.

16. If the owner or his agent appear and refuse or omit to pay or (in the case mentioned in section 15) to deposit the said fines and expenses, the cattle, or as many of them as may be necessary, shall be sold by public auction by such officer, at such place and time and subject to such conditions, as are referred to in section 14.

Deduction of fines and expenses.

The fines leviable and the expenses of feeding and watering, together with the expenses of sale, if any, shall be deducted from the proceeds of the sale.

Delivery of unsold cattle and balance of proceeds.

The remaining cattle and the balance of the purchase-money, if any, shall be delivered to the owner or his agent, together with an account showing—

- (a) the number of cattle seized,
- (b) the time during which they have been impounded,
- (c) the amount of fines and charges incurred,
- (d) the number of cattle sold,
- (e) the proceeds of sale, and
- (f) the manner in which those proceeds have been disposed of.

Receipt.

The owner or his agent shall give a receipt for the cattle delivered to him and for the balance of the purchase-money (if any) paid to him according to such account.

Disposal of fines, expenses surplus proceeds of sale.

17. The officer by whom the sale was made shall send to the Magistrate of the District the fines so deducted.

The charges for feeding and watering deducted under section 16 shall be paid over to the pound-keeper, who shall also retain and appropriate all sums received by him on account of such charges under section 13.

The surplus unclaimed proceeds of the sale of cattle shall be sent to the Magistrate of the District, who shall hold them in deposit for three months,

and if no claim thereto be preferred and established within that period shall, at its expiry, dispose of them as hereinafter provided.

18. Out of the sums received on account of fines and the unclaimed proceeds of the sale of cattle shall be paid—

Application of fines and unclaimed proceeds of sales.

(a) the salaries allowed to pound-keepers under the orders of the Local Government;

(b) the expenses incurred for the construction and maintenance of pounds; or for any other purpose connected with the execution of this Act;

and the surplus (if any) shall be applied, under orders of the Local Government, to the construction and repair of roads and bridges and to other purposes of public utility.

19. No officer of police, or other officer or pound-keeper appointed under the provisions herein contained, shall, directly or indirectly, purchase any cattle at a sale under this Act.

Officers and pound-keepers not to purchase cattle at sale under Act.

No pound-keeper shall release or deliver any impounded cattle otherwise than in accordance with the former part of this Chapter, unless such release or delivery is ordered by a Magistrate or Civil Court.

Pound-keepers when not to release impounded cattle.

CHAPTER V.

Complaints of Illegal Seizure or Detention.

20. Any person whose cattle have been seized under this Act, or, having been so seized, have been detained in contravention of this Act, may, at any time within ten days from the date of the seizure, make a complaint to the Magistrate of the District or any Magistrate authorized to receive and try charges without reference by the Magistrate of the District.

Power to make complaints.

21. The complaint shall be made by the complainant in person, or by an agent personally acquainted with the circumstances. It may be either in writing or verbal. If it be verbal, the substance of it shall be taken down in writing by the Magistrate.

Procedure on complaint.

If the Magistrate, on examining the complainant or his agent, sees reason to believe the complaint to be well founded, he shall summon the person complained against, and make an inquiry into the case.

22. If the seizure or detention be adjudged illegal, the Magistrate shall award to the complainant, for the loss caused by the seizure or detention, reasonable compensation, not exceeding one hundred rupees, to be paid by

Compensation for illegal seizure or detention.

¹ As to the crediting surplus to local funds, see s. 31, *infra*.

² This Chapter was substituted by the Cattle-trespass Act (1871) Amendment Act, 1891 (X of 1891), s. 6, Genl. Acts, Vol. IV.

the person who made the seizure or detained the cattle, together with all fines paid and expenses incurred by the complainant in procuring the release of the cattle;

Release of
cattle.

and, if the cattle have not been released, the Magistrate shall, besides awarding such compensation, order their release, and direct that the fines and expenses leviable under this Act shall be paid by the person who made the seizure or detained the cattle.

Recovery of
compensa-
tion.

23. The compensation, fines and expenses mentioned in section 22 may be recovered as if they were fines imposed by the Magistrate.

CHAPTER VI.

Penalties.

Penalty for
forcibly
opposing the
seizure of
cattle or
rescuing the
same.

24. Whoever forcibly opposes the seizure of cattle liable to be seized under this Act,

and whoever rescues the same after seizure, either from a pound or from any person taking or about to take them to a pound, such person being near at hand and acting under the powers conferred by this Act,

shall, on conviction before a Magistrate, be punished with imprisonment for a period not exceeding six months, or with fine not exceeding five hundred rupees or with both.

Recovery
of penalty
for mischief
committed
by causing
cattle to
trespass.

25. Any fine imposed ¹[under the next following section or] for the offence of mischief by causing cattle to trespass on any land may be recovered by sale of all or any of the cattle by which the trespass was committed, whether they were seized in the act of trespassing or not, and whether they are the property of the person convicted of the offence, or were only in his charge when the trespass was committed.

Penalty for
damage
caused to
land or crops
or public
roads by
pigs.

26. Any owner or keeper of pigs who, through neglect or otherwise, damages or causes or permits to be damaged any land, or any crop or produce of land, or any ²public road, by allowing such pigs to trespass thereon, shall, on conviction before a Magistrate, be punished with fine not exceeding ten rupees.

¹ As to the application of s. 25 in the case of cattle trespassing on a railway, see the Indian Railways Act, 1890 (9 of 1890), s. 125 (3), Genl. Acts, Vol. IV.

² These words in s. 25 were inserted by the Cattle-trespass Act (1871) Amendment Act, 1891 (1 of 1891), s. 7, Genl. Acts, Vol. IV.

³ "Public road" in s. 26 includes a railway—see the Indian Railways Act, 1890 (9 of 1890) s. 125 (4), Genl. Acts, Vol. IV.

¹[The Local Government, by notification in the official Gazette, may from time to time, with respect to any local area specified in the notification, direct that the foregoing portion of this section shall be read as if it had reference to cattle generally, or to cattle of a kind described ²in the notification, instead of to pigs only, or as if the words "fifty rupees" were substituted for the words "ten rupees", or as if there were both such reference and such substitution.]

¹[The Local Government may at any time, by notification in the official Gazette, cancel or vary a notification under this section.]

27. Any pound-keeper releasing or purchasing or delivering cattle contrary to the provisions of section 19 or omitting to provide any impounded cattle with sufficient food and water, or failing to perform any of the other duties imposed upon him by this Act, shall, over and above any other penalty to which he may be liable, be punished, on conviction before a Magistrate, lower, with fine not exceeding fifty rupees.

¹Penalty or pound-keeper failing to perform duties.

Such fines may be recovered by deductions from the pound-keeper's salary.

28. All fines recovered under section 25, section 26 or section 27 may be appropriated in whole or in part as compensation for loss or damage proved to the satisfaction of the convicting Magistrate.

Application of fines recovered under sections 25, 26 or 27.

CHAPTER VII.

Suits for Compensation.

29. Nothing herein contained prohibits any person whose crops or other produce of land have been damaged by trespass of cattle from suing for compensation in any competent Court.

Saving of right to sue for compensation.

30. Any compensation paid to such person under this Act by order of the convicting Magistrate shall be set-off and deducted from any sum claimed by or awarded to him as compensation in such suit.

Set-off.

¹ These paragraphs were added to s. 20 by the Cattle-trespass Act (1871) Amendment Act, 1891 (1 of 1891), s. 8, Genl. Acts, Vol. IV.

² For notification—

(1) as to elephants and buffaloes issued by the Chief Commissioner, Assam, see Assam R. M., Ed. 1893, p. 25 ;

(2) as to Bombay, see second footnote on p. 8, *supra*. The notifications there referred to were also issued under the power conferred by this section ;

(3) as to certain areas in the Central Provinces, see C. P. R. and O. ;

(4) as to certain areas in the Presidency of Madras, see Mad. R. and O. ;

(5) as to certain areas in the Province of Agra, see the U. P. R. and O. and as to substitution of Rs. 50 for Rs. 10, see U. P. Gazette, 1909, Pt. I, p. 651 ;

(6) as to Bengal, see Calcutta Gazette, 1898, Pt. 1, p. 890 ;

(7) as to Cantonment of Nasirabad (Ajmer-Merwara), see Gazette of India, 1898, Pt. II, p. 935, A. J. R. and O.

CHAPTER VIII.¹

Supplemental.

31. The Local Government may, from time to time, by notification in the official Gazette—

(a) transfer to any local authority within any part of the territories under its administration in which this Act is in operation, all or any of the functions of the Local Government or the Magistrate of the District under this Act, within the local area subject to the jurisdiction of the local authority,² or

(b) direct that the whole or any part of the surplus accruing in any district under section 18 of this Act shall be placed to the credit of such local fund or funds as may be formed for any local area or local areas comprised in that³ district,

and may, from time to time, by notification in the official Gazette, cancel or vary any notification under this section.

SCHEDULE.

(See Section 2.)

Number and year.	Title of Act.
1	2
III of 1857	An Act relating to trespasses by cattle.
V of 1860	An Act to amend Act III of 1857 (relating to trespasses by cattle).
XXII of 1861	An Act to amend Act III of 1857 (relating to trespasses by cattle).

¹ Ch. VIII was added by the Cattle-trespass Act (1871) Amendment Act, 1891 (1 of 1891), s. 9, Genl. Acts, Vol. IV.

² For notifications under this clause issued by the—

(a) Government of Bombay, see Bom. R. and O. ;

(b) Government of Burma, see *Burma Gazette*, 1896, Pt. I, pp. 195 and 500 ;

(c) Chief Commissioner, Central Provinces, see C. P. R. and O. ;

(d) Government of Madras, see Mad. R. and O. ;

(e) Government of the Punjab, see *Punjab Gazette*, 1902, Pt. I, p. 418.

(f) Chief Commissioner, North-West Frontier Province, see *Gazette of India*, 1903, Pt. II, p. 1333 ;

(g) Chief Commissioner, Ajmer-Merwara, see *Gazette of India*, 1907, Pt. II, p. 744.

³ For notifications issued under clause (b) by the—

(a) Government of Bombay for certain local areas, see Bom. R. and O. ;

(b) Government of Burma, see *Burma Gazette*, 1894, Pt. I, p. 18, and *ibid.*, 1896, Pt. I, p. 501 ;

(c) Government of Bengal for such portions of Calcutta as defined in the Calcutta Municipal Act, 1890, which are not included in the Presidency-town, see *Calcutta Gazette*, 1901, Pt. I-B, dated 6th February, 1901 ;

(d) Chief Commissioner, North-West Frontier Province, see *Gazette of India*, 1904, Pt. II, p. 1172.

Power for
Local
Government
to transfer
certain func-
tions to local
authority
and direct
credit of
a plan
receipts to
local funds.

APPENDIX IV.

(i) RULES FOR THE GRANT OF LEASES FOR QUARRYING LIMESTONE.

1. Every application for the grant of a lease for quarrying limestone shall be presented to the Collector or Deputy Commissioner in whose district the land or any part of the land with respect to which the lease is applied is situate. If the land is situated in two or more districts, the Commissioner shall decide as to which Collector or Deputy Commissioner will deal with the case. Application for lease.

2. Every such application shall contain the following particulars, namely:— Particulars thereof.

- (a) the name, residence and profession of the applicant ;
- (b) a description, as accurate as possible and illustrated by a rough sketch of the land, whether in Government Estate or Protected or Reserved Forest or in other waste lands not included in the above, with respect to which the lease is required ;
- (c) a statement showing particulars as to the licenses or leases already held by the applicant from Government under these or other rules.

3. The area of limestone quarries shall ordinarily be limited to half a square mile. When any applicant, Company or Association applies, for more than this area, special grounds shall be given in the application. The sanction of the Board of Revenue, as a special case, shall be necessary to the lease of more than one block to one applicant or the lease of a second block to an applicant who already holds one. Area of block to be leased.

NOTE 1.—The right of an applicant in respect of a lease for quarrying limestone is limited one block of half a square mile. The number of blocks which may properly be granted under any one lease is a matter of importance. The object of Government is not only to secure a rent for its quarries but also to develop the resources of the country, and it is much more likely that a monopoly will hinder development than promote it. The position in practice is that if a lessee could succeed in taking up all the available quarries, he might block out all legitimate competition and extension of the business. This should be carefully guarded against, as it is certain that efforts will be made to take up all workable quarries in one interest and actually to work only one or two quarries. A lease should be restricted to such area as is reasonably required, for bona fide quarrying of limestone. It should be such as would be sufficient to prevent disturbance of any sort by another lessee quarrying in the immediate neighbourhood of the quarry and sufficient to give full scope to all the work contemplated by the lessee. It is not enough to consider the resources at the command of the applicant, but also and not less the possibility of other capitalists being likely to engage in the same industry.

NOTE 2.—The right should be reserved to Government to make surface roads over any block.

4. The term for which a lease for quarrying limestone may be granted may be 20 years or such shorter term as the applicant may desire, and every lease granted under these rules shall be duly registered. Term of lease.

Conduct of
operation in
Reserved
forests.

5. (1) All operations conducted within a Reserved forest shall be subject to such conditions as the Government may, by general or special order, from time to time prescribe.

(2) It shall be a condition of every lease granted under these rules that before the commencement of operations within a Reserved forest, notice shall be given to the District Forest Officer of the intention to commence work and that the operations shall be conducted, subject to any rules regarding the use of fire he may prescribe.

(3) Every quarrying lease which includes any portion of a Reserved forest shall, if it authorizes the lessee to fell timber for quarrying purposes, specify the area within which, or the quantity up to which, and the terms and conditions upon which, he may exercise that authority.

Its conditions.

6. Every such lease shall contain such conditions and stipulations as the Collector or Deputy Commissioner may in each case consider necessary; but shall in every case contain the following conditions:—

Payment of
royalty.

(1) Limestone shall be charged at the following rates sanctioned by the Board on a report of the Commissioner:—

(a) For a quarry within 5 miles of a public Railway station—

					Rs. a. p.
Stone	...	...	...	...	0 6 6 per ton.
Lime	...	...	...	...	0 9 0 "

(b) For a quarry more than 5 miles, but not more than 15 miles, from a public Railway station—

					Rs. a. p.
Stone	...	...	...	...	0 4 4 per ton.
Lime	...	...	...	...	0 6 0 "

(c) For a quarry more than 15 miles from a public Railway station—

					Rs. a. p.
Stone	...	...	...	...	0 3 3 per ton.
Lime	...	...	...	...	0 4 6 "

(d) For limestone quarried for ballast purposes ... 0 1 1 "

Provided that if the Commissioner proposes to fix lower rates in the case of a new applicant than those fixed for adjacent quarries, he shall give notice to the lessees of the adjacent quarries, calling upon them to show cause why such lower rates should not be fixed in the lease to be granted to the new applicant. In submitting his recommendation to the Board, the Commissioner shall forward the objections (if any) of the adjacent lessees together with his own opinion.

B. N.—[The above rates are liable to a variation from time to time.

II.—No royalty shall be charged for limestone used for buildings at the site.

- (ii) The lessee shall also pay for all land he may take up, use or occupy for the purpose of the quarry an annual rent not exceeding Rs. 100, to be fixed by the Commissioner on the report of the Collector or Deputy Commissioner. Rent for occupancy of land.
- (iii) The lessee shall commence operations within a year from the date of execution of the lease and shall thereafter carry them on effectually in a proper and skilful manner, unless prevented by unavoidable cause. The Commissioner, with the consent of the Public Works Department, shall depute an officer of that Department, on the requisition of the Collector or Deputy Commissioner, to report if the work is properly and skilfully done. If that officer reports that the work is not being done properly and skilfully, or that the operations were not commenced within a year from the date of execution of the lease, the lease shall be subject to forfeiture. Commencement of operations.
- (iv) Neither the lessee nor any person claiming through or under him shall assign the lease or transfer any right or interest thereunder, or underlet the whole or any portion of the premises comprised in such lease, without the assent of the Board of Revenue first obtained. The penalty for the infraction of this condition shall be the forfeiture of the lease. Assignment of lease or transfer of right or interest thereunder.
- v) (a) The lease may, at the request of the lessee, be terminated at any time on six months' notice being given by the lessee to the Collector or Deputy Commissioner, provided that the date of the termination of the lease shall run from the date on which all outstanding dues on account of the property leased have been paid, and that the lessee has removed all plant and stock of limestone, including limestone used for buildings at the site. Determination of lease.
- (b) All plant, limestone, and lime not removed by a date to be fixed by the Collector or Deputy Commissioner before the termination of the lease shall become the absolute property of Government. Removal of plant, etc.
- (vi) The lessee shall keep correct accounts showing the quantity and particulars of limestone and lime, and submit them to the Collector or Deputy Commissioner of the district quarterly, and all stone and lime shall be exported from certain public railway stations to be specified on the lease on pain of forfeiture of the lease except with the permission of the Collector or Deputy Commissioner of the district. Keeping of accounts and export of limestone or lime.

- Inspection of premises.** (vii) The lessee shall allow any officer appointed by Government or deputed by the Collector to enter upon the premises in the lease for the purpose of inspecting the same. On proof of any obstruction to such entry the lease shall be liable to be forfeited.
- Instalment.** (viii) The rent and royalty shall be paid, according to fixed instalments to be entered in the lease, to the Collector or Deputy Commissioner of the district and on failure of payment of any instalment, the arrears shall be recoverable by the Certificate Procedure under the Public Demands Recovery Act, I (B. C.) of 1895. If any instalment of rent remain unpaid for the period of three months after due date, the lease may be cancelled by the Collector or Deputy Commissioner with the consent of the Commissioner.
- Liability to cess.** (ix) The lessee shall pay any cesses, such as Road and Public Works Cess or any other which may hereafter be imposed by law, in addition to the rent and royalty to be paid.
- Land to be subject to rights-of-way, etc.** (x) The land shall be subject to all existing rights-of-way and water and other easements to be specified in the lease, so far as possible, lower, and to any exceptions and reservations which may be specified in the lease.
- Boundary dispute.** (xi) If any boundary disputes regarding right-of-way or any other dispute whatever regarding the construction of any term or condition in the lease arises between the lessee and the lessee of any adjoining block already leased under these rules or which may subsequently be leased, the lessee shall be bound to submit such dispute to the decision of the Collector or Deputy Commissioner. The decision of such officer shall be appealable to the superior revenue authorities in due course, and the decision of the Board of Revenue shall be final and binding on the lessees.
- Claim for compensation or damages.** (xii) The lessee shall have no claim against Government for compensation or damages in respect of land having been included in some previous lease, but the lessee shall be entitled to proportionate reduction of the assessment in respect of any land covered by the lease which may subsequently be discovered not to have been available for lease.
- Report of accident.** (xiii) The lessee in the event of any accident occurring in the area under lease shall forthwith report the same to the Collector or Deputy Commissioner of the district in the form prescribed by Government for the purpose. The Collector or Deputy Commissioner, as the case may be, shall supply copies of the forms at the time of execution of the lease.

- (xiv) The lease shall be subject to all rules and regulations which may, ^{Lease subject to rules.} from time to time, be issued by the Local Government regulating the working of the quarries and other matters affecting the safety, health and convenience of the lessees, employes or of the public whether under the Indian Mines Act or otherwise.
- (xv) The lessee shall furnish such reports and returns relating to out- ^{Submission of reports.} put, labourers employed, and other matters as the Local Government may prescribe.
- (xvi) The lessee may, on the expiration of the term, have a renewal of ^{Renewal of lease.} the lease on terms to be agreed upon by the Collector or Deputy Commissioner and lessec, subject to the approval of the Commissioner.
- (xvii) The lessee shall, before beginning operations, demarcate the area ^{Demarcation of area and boundary marks.} leased to him with boundary marks of stone or pukka masonry and keep these boundary marks always in proper repair. If within six months of the date of the execution of the lease the lands have not, in the opinion of the Collector or Deputy Commissioner, been properly demarcated, the lease shall be liable to be forfeited.
- (xviii) In the event of breach of any of the conditions specified in these ^{Penalty for breach of conditions.} rules the lessee shall be liable to a fine representing liquidated damages to be imposed by the Collector or Deputy Commissioner, which shall not exceed half the yearly rental and shall be recoverable under section 7 (1) (i) of the Public Demands Recovery Act, I (B.C.) of 1895, and shall also be liable to ejectment for any breach of the conditions specified in (ii), (iv) (i), (vi), (vii) and (viii) above.

LEASE OF LIMESTONE QUARRIES IN GOVERNMENT LANDS.

This Indenture made the _____ day of _____
between the Secretary of State for India in Council hereinafter called the
lessor of the one part and _____ hereinafter called the lessee
of the other part witnesseth that in consideration of the rent royalty or other
payment and lessee's covenant hereinafter reserved and contained the lessor
doth hereby demise unto the lessee _____ the land measuring
_____ situated in _____ Kasra
No. _____ of mauza _____ bearing Settlement No. _____
tahsil circle _____ district _____
and delineated on the plan hitherto annexed and therein marked
t; hold the same for a period of _____ commencing

from _____ and ending on _____
for the purpose and subject to the conditions set forth below :—
Namely—

1. The lessee _____ shall have the right to quarry limestone and convert it into lime and to do all acts necessary for the extraction of the stone or the manufacture of the lime including the erection on the land leased of buildings and plant required for the purposes :
Provided,

- (a) that the lessee shall agree that all operations conducted within the land hereby leased to him shall be subject to such conditions as the Government may by general or special order from time to time prescribe ;
- (b) that the lessee shall agree that before the commencement of operations within a reserved or protected forest he shall give notice to the Collector
Deputy Commissioner of his intention to commence work and that the operations shall be conducted subject to any rules regarding the use of fire which may be prescribed ;
- (c) the lessee shall in no circumstances fell timber unless he takes previous permission of the Collector
Deputy Commissioner to do so and the lessee shall observe all conditions, as to the area within which the quantity up to which and the terms on which he may exercise that authority.

2. That the lessee during the said terms shall pay royalty for limestone and lime at the following rates :—

* * * * * . *

NOTE.—Here will be inserted the rates specified below, or those sanctioned by the Board on a report of the Commissioner.

(a) For a quarry within five miles of a public Railway station—

					Rs.	a.	p.	
Stone	...	...	...	...	0	6	6	per ton.
Lime	...	...	...	...	0	9	0	"

(b) For a quarry more than 5 miles but not more than 15 miles from a public Railway station—

					Rs.	a.	p.	
Stone	...	...	...	...	0	4	4	per ton.
Lime	...	...	...	...	0	6	0	"

(c) For a quarry more than 15 miles from a public Railway station—

					Rs.	a.	p.	
Stone	...	...	...	...	0	3	3	per ton.
Lime	...	...	...	...	0	4	6	"

(d) For limestone quarried for ballast purposes ... 0 1 1 . "

3. That the lessee shall also pay for all land he may take up, use or occupy for the purpose of the quarry an annual rent not exceeding ^{Rent for occupancy of land.} Rs. 100 to be fixed by the Commissioner on the report of the Collector or Deputy Commissioner.

4. That the lessee shall commence operations within a year from the ^{Commencement of} date of execution of the lease and shall thereafter carry them on effectually ^{operations.} in a proper and skilful manner unless prevented by unavoidable cause.

5. That for the purpose of ascertaining whether the work is properly and skilfully done, it shall be open to the Commissioner with the consent of the Public Works Department to depute an officer of that Department on the requisition of the Collector or Deputy Commissioner to report if the work is properly and skilfully done, and that if that officer reports that the work is not being done properly and skilfully, or that the operations were not commenced within a year from the date of execution of the lease shall be subject to forfeiture.

6. That neither the lessee nor any person claiming through or under him shall assign the lease or transfer any right or interest thereunder or underlet the whole or any portion of the premises comprised in such lease ^{Assignment of lease or transfer of right or interest thereunder.} without the assent of the Board of Revenue first obtained. The penalty for the infraction of this condition shall be the forfeiture of the lease.

7. That the lease may, at the request of the lessee, be terminated at any ^{Determination of lease.} time on six months' notice being given by the lessee to the Collector or Deputy Commissioner, provided that the date of termination of the lease shall run from the date on which all outstanding dues on account of the property leased have been paid, and that the lessee shall have removed all plant and stock of limestone, including limestone used for buildings at the site.

8. That all plant, limestone and lime not removed by a date to be fixed ^{Removal of plant, etc.} by the Collector or Deputy Commissioner before the termination of the lease shall become the absolute property of Government.

9. That the lessee shall keep correct accounts showing the quantity and ^{Keeping of accounts and} particulars of limestone and lime, and submit them to the Collector or Deputy ^{export of limestone or lime.} Commissioner of the district quarterly, and that all stone and lime shall be exported from the public railway stations specified below on pain of forfeiture of the lease, except with the permission of the Collector or Deputy Commissioner of the district.

10. That the lessee shall allow any officer appointed by Government or ^{Inspection of premises.} deputed by the Collector to enter upon the premises in the lease for the

purpose of inspecting the same and that on proof of any obstruction to such entry the lease shall be liable to be forfeited.

Instalment.

11. That the lessee shall pay the aforesaid rent and royalty, according to the following instalments, to the Collector or Deputy Commissioner of the district and that on his failure to pay any instalment, the arrears shall be recoverable by the Certificate Procedure under the Public Demands Recovery Act, I (B. C.) of 1895. Further, that if any instalment of rent remain unpaid for the period of three months after due date, the lease may be cancelled by the Collector or Deputy Commissioner with the consent of the Commissioner:

Rent	...	(Here enter the instalments and dates of payments.)		
Royalty	...	(Ditto	ditto	ditto.)

Liability of cess.

12. That the lessee shall pay any cesses, such as Road and Public Works Cess or any other which may hereafter be imposed by law in addition to the rent and royalty to be paid.

Land to be subject to rights-of-way, etc.

13. That the land shall be subject to all existing rights-of-way and water and other easements and to the exceptions and reservations described in Schedule A hereto annexed.

14. That Government has the right to make surface roads over any block in the leased area.

Boundary disputes.

15. That if any boundary dispute or disputes regarding right-of-way or any other dispute whatsoever regarding the construction of any term or condition in the lease arises between the lessee and the lessee of any adjoining block already leased under these rules or which may subsequently be leased, the lessee shall be bound to submit such dispute to the decision of the Collector or Deputy Commissioner. The decision of such officer shall be appealable to the superior revenue authorities in due course, and the decision of the Board of Revenue shall be final and binding on the lessees.

16. That the lessee shall have no claim against Government for compensation or damages in respect of land having been included in his lease which has already been included in some previous lease, but that the lessee shall be entitled to proportionate reduction of the assessment in respect of any land covered by the lease which may subsequently be discovered not to have been available for lease.

Report of accident.

17. That in the event of any accident occurring in the area under lease the lessee shall forthwith report the same to the Collector or Deputy Commissioner of the district in the form prescribed by Government for the purpose, copies of which shall be obtained by the lessee on application to the Collector or Deputy Commissioner.

18. That the lease shall be subject to all rules and regulations which may from time to time be issued by the Local Government regulating the working of the quarries and other matters affecting the safety, health and convenience of the lessees, employés or of the public, whether under the Indian Mines Act or otherwise. Lease subject to rules.

19. That the lessee shall furnish such reports and returns relating to output, labourers employed and other matters as the Local Government may prescribe. Submission of reports.

20. That on the expiration of the period of this lease the lessee may, if he has duly observed all the foregoing conditions, have a renewal of the lease on terms to be agreed upon by the Collector or Deputy Commissioner and the lessee, subject to the approval of the Commissioner.

21. That the lessee shall, before beginning operations, demarcate the area leased to him with boundary marks of stone or pukka masonry and keep these boundary marks always in proper repair. And that if within six months of the date of the execution of the lease, the lands have not, in the opinion of the Collector or Deputy Commissioner, been properly demarcated the lease shall be liable to be forfeited. Demarcation of area and boundary marks.

22. That in the event of breach of any of the conditions specified in these rules, the lessee shall be liable to a fine representing liquidated damages to be imposed by the Collector or Deputy Commissioner, which shall not exceed half the yearly rental and shall be recoverable under section (7) (1) (c) of the Public Demands Recovery Act, I (B. C.) of 1895, and shall also be liable to ejectment for any breach of the conditions specified in clauses 4, 6, 9, 10, 11 and 21 above. Penalty for breach of conditions.

SCHEDULE A.

Table of exceptions and reservations to be included here—vide clause 13 of the lease.

The 12th December 1914.

No. ⁵¹⁸⁹ 11-W-78 R.—The following rules with the form of lease to regulate the quarrying of stone (other than limestone) for ballast and other purposes in Government lands in the Province of Bihar and Orissa have been approved by the Lieutenant-Governor in Council and are hereby published for general information :—(Corrected by Notification No. ⁷²⁷³ 11-W-5 R., dated the 20th October 1915.)

(ii) Rules for the grant of leases for quarrying stone (other than limestone) for ballast and other purposes.

1. These rules shall not apply to permits for the collection and removal of stones under rule 13, section 1 of the Waste Lands Manual, 1909, or to leases for a term not exceeding one year.

2. Every application for the grant of a lease to quarry stone (other than limestone) in Government lands for use as ballast or road metal, or for any other purpose shall be made to the Collector of the district in which the land concerned lies, who is empowered to grant a lease subject to the conditions stated below. Where the land in question is situated within the area of a Reserved Forest the Collector shall, before granting the lease, consult the Forest Officer concerned.

3. Every such application shall contain the following particulars, namely :—

- (1) The name, residence, and profession of the applicant.
- (2) A description illustrated by a plan showing as accurately as possible the situation, boundaries, and area of the land in respect of which the lease is required.
- (3) A specification of the stone for which the lease is required as well as the purpose for which the stone is wanted.
- (4) The period for which the lease is required.
- (5) A statement giving particulars of all leases for stone and all mining concessions already held by the applicant or by any person joint in interest with him within the jurisdiction of the Local Government.

If the applicant so desires, or if the plan furnished by him under item (2) above be insufficient, the Collector may prepare a plan at the expense of the applicant.

4. The area shall ordinarily be limited to half a square mile; a lease of a larger area or of two or more blocks the total area of which exceeds half a square mile, shall require the sanction of the Board of Revenue.

5. (a) The term of the original lease shall not exceed five years without the sanction of the Board of Revenue.

(b) No surface rent shall be charged, but substantial certain rent (or minimum royalty) which will be determined by the Commissioner on the report of the Collector shall be imposed.

6. If the lessee so desires, a clause may be included in the original lease, giving a right of renewal for one further term not exceeding five

years on the same terms, except that the certain rent payable during such term of renewal shall be determined by the Commissioner on the report of the Collector at the time of the expiration of the original lease.

7. Royalty shall be chargeable ordinarily at the following rates:—

	Rs.	a.	p.
On stone quarried for ballast or road-metal (per 100 cubic feet)	0	6	0
On stone quarried for any other purpose (per 100 cubic feet) ...	0	10	0

Variations from these rates of royalty may be sanctioned by the Commissioner.

8. Leases for the quarrying of stone shall be drawn as far as possible in the following form:—

LEASE OF STONE QUARRIES (OTHER THAN LIMESTONE) IN GOVERNMENT LANDS.

This Indenture made the day of 191 between the Secretary of State for India in Council hereinafter called "the lessor" which expression shall be taken to mean and include the said Secretary of State for India in Council and his successors in office and assigns except where the context requires another or different meaning of the one part and

hereinafter called the "lessee" which expression shall be taken to mean and include the said his heirs executors administrators representatives and assigns except where the context requires another or different meaning of the other part Witnesseth that in consideration of the rents and lessee's covenants hereinafter reserved and contained the lessor doth hereby demise unto the lessee the beds and quarries of stone lying and being within or under the piece of land mentioned and described in the first part of the Schedule hereunder written together with the liberties powers and privileges in connection with the working of the stone quarries which are mentioned in the second part of the said Schedule but subject to the covenants on the part of the lessee contained in the fifth part of the said Schedule. To hold the said stone quarries intended to be hereby demised unto the lessee from the day of for the term of

years thence next ensuing yielding and paying to the lessor the rent and royalty mentioned and specified in the third part of the said Schedule subject to the provisions relating to the said rent and royalty expressed in the fourth part of the said Schedule and the lessee does hereby covenant with the lessor as in the said fifth part of the said Schedule is expressed and the lessor doth hereby covenant with the lessee as in the sixth part of the said Schedule is expressed and it is hereby mutually agreed and declared by and between the parties hereto as in the seventh part of the said Schedule

is expressed and it is declared that the said Schedule hereunder written shall be deemed part of these presents and be read and construed accordingly. In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered by
the ^{Collector}~~Deputy Commissioner~~ of
acting in the premises for and on behalf of the
Secretary of State for India in Council in the
presence of—



Seal.

Names, addresses of witnesses :

Signed, sealed, and delivered by
the above-named
in the presence of—



Seal.

Names, addresses of witnesses.

The Schedule above referred to.

PART I.

The stone quarries demised by this lease.

The beds or quarries of stone lying and being within and under the piece of land situate, lying and being in mauza _____ in the

^{Subdivision}~~Tahsil~~ of the District of

which said piece of land is with the boundaries thereof delineated in the plan hereunto annexed and therein coloured and contains an area of acres or thereabouts and hereinafter referred to as the said quarries.

PART II.

Rights and privileges to be exercised or enjoyed by the lessee but subject to the restrictive covenants in Part V.

1. Liberty and power at all times during the term hereby granted to work the said quarries and to win and get the stone the produce thereof.

2. Liberty and power to appropriate and use for any purpose connected with the working of the said quarries the water upon or within any of the said lands and to collect and impound the same in ponds, reservoirs or otherwise

3. Liberty and power to enter upon use and occupy a sufficient part of the said piece of land for the purpose of depositing and heaping therein the produce of the said quarries and the earth soil and other substances dug up and brought to the surface in or about the working of the same and otherwise for the purpose of carrying on the works hereby authorized.

4. Liberty and power to take lead and carry away over the said lands the stone gotten as aforesaid and to dispose of the same at the will and pleasure of the lessee.

5. Liberty and power to erect and set up and make in upon and over the said lands workmen's houses sheds and engines machinery buildings erections railroads tram roads and other roads and works necessary or convenient for the effectual working of the said quarries and the exercise of the several liberties and powers hereinbefore granted.

6. Liberty and power to search for and dig and get gravel and sand within the said lands for any of the purposes mentioned in the second part of this Schedule but not for sale and also to dig for and get clay and to make and burn the same into bricks for the purposes aforesaid but not for sale.

7. Liberty and power for the lessee to cut down and fell for quarrying purposes the timber now standing or growing or which during the term hereby granted may be standing or growing upon the reserved forest land included in the land delineated on the plan herunto annexed provided always that the lessee shall not clear more than _____ acres in any one year nor the same place oftener than once in _____ years (or provided always that the lessee shall not cut down or fell more than _____ trees in any one year) and provided also that the rights and privileges given to the lessee by this clause shall be exercised subject to the general terms and conditions of this lease.

PART III.

Rents reserved by this lease.

1. The certain half-yearly rent of Rs. shall be paid by the lessee to the lessor or to the officer duly authorized to receive the same at for and in

respect of the said quarries and premises from the day of
 : by equal payments on the 1st day of and the 1st day of
 . in each year such payment is due and the first of such half-
 yearly payments to be made for and in respect of the half-year immediately
 succeeding the date on which such payments to be made on the day of
 . For and in respect of such certain half-yearly rent
 of Rs. the lessee may in every half-year during the continuance
 of this demise work and get from or out of the said quarries and sell or export
 such a quantity of stone as at the rates hereinafter mentioned would yield or
 pay for that half-year a royalty equal in amount to the said certain half
 yearly rent of Rs. . But the said certain rent as from the said
 day of shall always be paid whether
 such quantity shall in fact be gotten or not.

2. The lessee shall on the half-yearly day immediately succeeding the
 half-year during which stone is sold or exported as hereinafter mentioned pay
 to the lessor the royalty of annas for every hundred cubic feet or part
 thereof of stone for ballast or road metal and annas for every hundred
 cubic feet or part thereof of stone for other purposes which shall be sold at
 the said quarries or exported therefrom for sale or otherwise in any half-year
 of the said term over and above the quantity which at the rates aforesaid
 constitutes the quantity which the lessee is by clause 1 of this part authorized
 to work or get in respect of the said certain rent.

PART IV.

Provisions relating to rent and royalty.

1. The aforesaid rent and royalty shall be paid on the days aforesaid free
 from any deductions.

2. If in any one half-year the lessee shall not extract from or out of the
 said quarries such quantity of stone as at the abovementioned rates would
 produce for that half-year the amount of the certain rent hereby reserved then
 and in every such case the lessee may in the succeeding half-year of the said
 term extract and get from or out of the said quarries such a quantity of stone
 as shall be required to make up the deficiency without any royalty for the
 same other than the said certain rent. But the over-workings of any
 preceding half-year or half-years shall not come in aid of or be applied to
 make good deficiency of short-workings in any subsequent half-year or half-
 years. The said rent and royalty shall be calculated upon the amount or
 quantity of the said stone as and when the same shall be sold or exported from
 the said quarries.

3. All stone used by the lessee for building at the said quarries and premises shall be free from rent and royalty.

PART V.

The lessee's covenants.

1. The lessee shall pay the rent and royalty reserved by this lease at the times and in the manner above appointed in that behalf and shall also pay and discharge all taxes rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed upon the said quarries or any part thereof by authority of the Government of India or the Local Government or otherwise except demands for land revenue and shall also pay interest at the rate of 6½ per cent per annum on all arrears of such rent and royalty from the due date of payment thereof.

2. The lessee shall at his own expense forthwith erect and at all times maintain and keep in repair to the satisfaction of the Collector boundary marks and pillars according to the demarcation shown in the plan hereto annexed so that the boundaries of the said lands may at all times be maintained.

3. The lessee shall within twelve months from the commencement of the term hereby granted start and work the said quarries to the satisfaction of the Collector and shall thereafter at all times during the continuance of this lease continuously work for and as far as possible obtain stone from the said lands and shall not abandon or discontinue working any quarry that shall have been opened without the consent of the Collector but shall maintain in good repair working order and condition and work all quarries when opened without voluntary intermission in a skilful and workmanlike manner and upon the most approved principle without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands within or under which the said quarries lie and shall not cultivate or use the said lands in any manner save for the purposes of this demise and the rights and liberties hereby granted.

4. The lessee shall be subject to all rules and regulations which may from time to time be issued by the Local Government regulating the working of the quarries and other matters affecting the safety, health and convenience of the lessee's employes or of the public whether under the Indian Mines Act or otherwise.

5. The lessee shall on notice from the Collector strengthen and support to the satisfaction of the Collector any part or parts of any quarry when in the opinion of the Collector such strengthening and support is needed for the safety of any railway reservoir canal road or other public work or any building whether the said railway reservoir, canal, road or other public work or building shall be existing during the working of such part or parts of any quarry as aforesaid or shall be constructed after the said part or parts of any such quarry have been worked out. If in the opinion of the Board of Revenue such strengthening and support as aforesaid shall be rendered necessary for the safety of any railway reservoir or canal or other public work or other building aforesaid already existing at the time of the working of the said part or parts of any quarry by reason of the lessee having conducted operations within the limits prohibited by clause 9 of this part then and in such case the cost of such strengthening and support shall be borne and paid by the lessee but in all other cases the costs shall be borne and paid by the lessor and in the latter event the decision of the Board of Revenue as to the amount of such cost shall be final and conclusive as against the lessee.

6. The lessee shall not erect or cause to be erected any building or other erection or permit any operation of any kind whatever to be carried on in or upon any place of worship sacred grove burial-ground site of any house village site public road or other place in respect of which on public grounds it shall appear to the Local Government that objections exist to so doing nor shall erect any building or other erection or carry on operations in such a way as to injure or affect any buildings or other works property or rights of private individuals nor shall take or occupy any land for operations if the same is already in the occupation of and used by persons other than the lessor or for other works or purposes not included in this present demise if any other lands not so occupied and used are in the opinion of the Local Government suitable and convenient and equally available for such operations.

7. The lessee shall before taking for any operations any part of the said lands, which has not already been used for such operations give to the Collector two calendar months' previous notice in writing specifying by name or other designation or by plan and by quantity the land proposed to be taken and the purpose for which the same is required and if the ^{Collector} ~~Deputy Commissioner~~ of the district shall be of opinion that the taking of such land ought for any reason to be prohibited he shall within two calendar months from the receipt of such notice as aforesaid call upon the lessee by notice in writing to desist from taking the land so proposed to be taken and shall state his reasons for notifying such prohibition and in case of dispute as to the validity or otherwise of such reasons and of the prohibition the matter shall be referred to the Board of Revenue whose decision thereon shall be final.

8. The lessee shall not without the express sanction of the Collector
Deputy Commissioner cut down or injure any trees or timber on the said land but may clear away any brushwood or undergrowth which may interfere with the due exercise of the liberties and privileges above granted :

Provided nevertheless that notwithstanding anything in this clause contained the lessee shall not enter upon any reserved forest included in the land delineated on the plan hereunto annexed without days' previous written notice to the District Forest Officer nor without obtaining the sanction in writing of that officer upon such conditions as such officer may in his absolute discretion prescribe.

9. The lessee shall not carry on or permit to be carried on any operations or working on or under the said land within fifty yards of any railway reservoir canal road or other public works or any building whether now or hereafter to be erected or within fifty yards from any inhabited site or from any other site which at any time during the said terms shall be held or decided by the Local Government to be or constitute an inhabited site whether such railway reservoir canal road public buildings or inhabited site be situated upon the said lands or not except with the previous permission in writing by the Lieutenant-Governor in Council or of any official authorized by him in that behalf and subject to any instructions restrictions and conditions which may be attached to such permission by the Lieutenant-Governor in Council or the official granting the same.

10. Except with the consent of the Collector
Deputy Commissioner of the lessee shall not divert any road path or bye-way on the said lands or any water-course or stream beyond the same and in the event of his utilizing or diverting any water running waste on the said lands the same shall be returned by him on or before the expiration of this present demise as near as possible to its natural channel within the limits of the said lands.

11. The lessee shall permit the lessor and his officers agents servants and workmen duly authorized in that behalf at all reasonable times during the said term to enter upon and inspect and examine all works which shall be carried on by the lessee under the liberties hereinbefore granted and the lessee and the persons employed by him shall render every assistance in their power to the lessor and his said duly authorized officers agents servants and workmen in conducting such inspection and shall afford them all such information as they shall reasonably require in connection with the working of the said quarries or any of them.

12. The lessee shall at all times upon finding any mineral or product other than ballast or building stone in or upon the said lands immediately

14. The lessee shall without delay send to the Collector of the District a report of any accident which may at any time occur at or in the said lands or at or in any quarry which for the time being shall be in or upon such lands in the form prescribed by Government for the purpose, copies of which shall be obtained by the lessee on application to the Deputy Commissioner.

15. The lessee shall at all times during the said terms keep or cause to be kept at the office or counting house of the works to be situated in or contiguous to some part of the said lands correct and intelligible books of account upon such plan or principle and in such form as may be approved of by the Local Government which book shall contain accurate entries of (1) the quantity of stone extracted from the quarries which have or may be made by the lessee under the license and liberty in that behalf hereinbefore contained, (2) the quantity of stone sold and exported from the said quarries, (3) the quantity of the stone otherwise disposed of and the manner and purpose in and for which the same shall have been or shall be intended to be applied, and (4) the number of persons employed in the said quarries together with all other facts necessary or proper for conveniently ascertaining the amount of the royalties from time to time payable under these presents and the manner in which all stone gotten by the lessee has been disposed of and shall also at his expense furnish to such officer as the Local Government may from time to time direct and at such time as the Local Government may appoint true and correct abstracts of all or any such accounts and returns and shall at all reasonable times allow such officers or persons as the Local Government shall in that behalf appoint to enter into and have free access to the said office or counting house for the purpose of examining and inspecting the said several books of accounts and to take copies thereof and make extracts therefrom.

16. The lessee shall not except with the previous permission of the Collector in writing export or permit any person to export any stone the produce of the said quarries save and except from the public railway station and shall authorize the Railway Company from time to time during the said terms to furnish the Collector at the cost of the lessee periodically with a certified account showing the weight or quantity of each kind of stone exported from the said station by or on behalf of the lessee or persons purchasing from him.

17. The lessee shall not assign or underlet the said quarries hereby demised or any part thereof or the rights and privileges hereby granted or any

of them to any person or persons or Company without the consent in writing of the Board of Revenue first obtained.

18. The lessee shall at all times during the said term employ a duly accredited and competent Manager or Agent to superintend the working of the said quarries.

19. The lessee shall make and pay reasonable satisfaction and compensation for all injury which may be done by the lessee his agents and servant in exercise of the liberties and powers hereby granted to the property and rights of third parties and shall at all times save harmless and keep indemnified the lessor from and against all actions suits claims and demands by such third parties in respect of any such injury.

20. The lessee shall (save in respect of any quarry as to which the Collector shall have sanctioned abandonment either on account of the same having been worked out in the ordinary and fair course of working or for any other reason) at the end of the determination of the said terms deliver up to the lessor in good order repair and condition and fit for future working all quarries which have been or may be made by the lessee under the license and liberty to that behalf hereinbefore contained.

PART VI.

The lessor's covenants.

1. The lessee paying the rents and royalties hereby reserved and observing and performing the covenants and provision herein contained and on his part to be observed and performed shall and may peaceably and quietly hold and enjoy the said quarries hereby demised for and during the term hereby granted without any lawful interruption from or by the lessor or any person rightfully claiming from or under him.

2. If the lessee shall be desirous of taking a renewed lease of the said quarries for a further term of five years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last-mentioned term give to the lessor six calendar months' previous notice in writing and pay the said rent and royalties hereby reserved and observe and perform the several covenants herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the lessor will upon the request and at the expense of the lessee and upon the lessee executing and delivering to the lessor a counterpart thereof sign and deliver to the lessee a renewed lease of the said premises for a further term not exceeding five years on such certain half-yearly rent as may then be determined by the Commissioner of the Division under and

subject to similar covenants provisions and agreements as are herein contained except this present covenant.

3. The lessor shall permit the lessee at any time or times within six calendar months after the determination of this demise by effluxion of time or by surrender (but in case of surrender not until the expiration of three months from the date of such surrender or until the lessor shall have signified his intention of not exercising the power of purchase hereinafter contained) to enter into and upon the said lands or any portion thereof for the purpose of taking down removing and disposing of for his own use and benefits all such machinery utensils implements articles and things which shall have been set up by the lessee and used in and about the working of the said quarries and all buildings sheds huts railways tramways and other works. Provided always if the lessee shall fail to remove or cause to be removed the said buildings and works as aforesaid within the said period then and in such case the same shall become and be the absolute property of Government and the lessee shall not be entitled to receive any payment or compensation in respect thereof.

PART VII.

General Provisions.

1. If the rent and royalty hereby reserved or either of them or any part thereof respectively shall be behind or unpaid for the space of two calendar months next after any of the days wherein the same ought to be paid then and so often as the case shall happen the lessor may enter into and upon the said lands which shall for the time being be occupied by the lessee for the purposes of this demise and may distrain all or any of the stock of stone engine plants live and dead stock and things which shall be found in or upon the said premises and the same may take lead drive carry away impound detain and keep until the rent or royalties which shall then be due and all costs and expenses occasioned by the non-payment thereof shall be fully paid and satisfied.

2. If the rents or royalties hereby reserved or either of them or any part thereof respectively shall be behind or unpaid for the space of three calendar months next after any of the days whereon the same ought to be paid as aforesaid and whether the same shall have been legally demanded or not or if the lessee shall commit any breach of any of the covenants and conditions hereinbefore contained and on his part to be observed and performed or shall become insolvent or make any arrangement or composition with his creditors then and in any such case it shall be lawful for the lessor at any time thereafter

and although he may not have taken advantage of some previous default or breach of covenant on the part of the lessee to re-enter into and upon the said quarries or any part thereof in the name of the whole and to have again repossess and enjoy the same as of his former estate without prejudice to any right or remedy of the lessor in respect of any antecedent breach of any of the covenants of the lessee herein contained. In the event of such re-entry all such machinery utensils implements articles and things which shall have been set up by the lessee and used in or about the working of the said quarries and all buildings sheds railways tramways and other works shall become and be the absolute property of Government and the lessee shall not be entitled to receive any payment or compensation in respect thereof.

3. If after the expiration of twelve months from the commencement of the said terms hereby granted the lessee shall not have started operations under his lease to some substantial extent or if at any time during the said term such operations shall not be in bona fide progress to the satisfaction of the Board of Revenue then and in either of such cases it shall be lawful for the lessor to re-enter into and upon the said quarries or any part thereof in the names of the whole and to have again repossess and enjoy the same as of his former estate.

4. If at the determination of this demise by effluxion of time or by surrender the lessor shall be desirous of purchasing all or any of the machinery utensils implements articles and things which shall have been set up by the lessee and used in and about the working of the said quarries and all or any of the buildings sheds huts railways tramways and other works which shall have been erected or constructed by the lessee and shall be then standing upon or under any of the said lands and shall signify such his desire by notice in writing on this behalf to the lessee six calendar months at least before the expiration of the said term (or if the said term shall be determined under the power of surrender hereinafter contained at any time within three calendar months after the determination of the said term) the lessee shall sell to the lessor all or any of the said machinery articles buildings and other works abovementioned at a price which shall be fixed or ascertained by taking the net cost of such buildings or works as at the date of construction and deducting therefrom for depreciation the estimated amount of such depreciation as may have taken place since the time of erection and in case of any dispute as to the amount of any such deduction as last aforesaid the decision of the Local Government shall be final and binding against the lessee.

5. If the lessee shall be desirous at any time during the said term of determining this present lease and of such his desire shall give to the lessor six

calendar months' previous notice in writing and shall pay all the rent and royalties and perform and observe all the covenants hereinbefore reserved and contained and on the part of the lessee to be paid performed and observed up to such determination then and in such case on the 31st day of March immediately following the expiration of the period of the said notice this present lease and everything herein contained shall cease and be void without prejudice to any right of action or remedy which shall have accrued to the lessor in respect of any breach of any of the covenants hereinbefore contained and of the part of the lessee to be performed and observed.

6. All notices required to be served upon the lessee and all instructions and communications required to be given or made to the lessee under any of the provisions of these presents shall be deemed to be sufficiently served given or made if handed to the Manager or Agent of the lessee or if for the time being there shall be no such Manager or Agent then to any other servant of the lessee upon the premises or left addressed to the lessee upon any portion of the said quarries or left or sent through the post addressed to the lessee at his address. Any notice required to be served upon the lessor under any of the provisions of these presents shall be deemed to be sufficiently served if handed to or sent through the post addressed to the Collector or Deputy Commissioner of .

7. Whenever any doubt difference or dispute shall hereafter arise touching the construction of these presents or anything herein contained any matter or thing connected with the said quarries minerals hereby dealt with or the working or non-working thereof or the amount or payment of any royalties or rent reserved or made payable hereunder the matter in difference shall be decided by the Board of Revenue whose decision shall be final.

Signed, sealed and delivered by the
acting in the premises for and on
behalf of the Secretary of State for
India in Council in the presence of.

}



Names and addresses of witnesses
Signed, sealed and delivered by the
abovenamed in the presence of
Names and addresses of witnesses.

}



(iii) Rules * for the grant of Licenses to prospect for Minerals and of Mining Leases.

The following rules regulating the grant by the Local Governments of licenses to prospect for minerals and the grant of leases of mines and minerals have been made by the Governor General in Council, and sanctioned by the Secretary of State for India in Council.

PART I.—GENERAL.

1. No license to prospect for minerals or lease of mines and minerals can be granted by any Local Government otherwise than in accordance with these rules, except with the previous sanction of the Secretary of State for India in Council, or with that of the Governor General in Council, under any general or special authority which he may have received in this behalf from the Secretary of State in Council.

Definitions.

2. In these rules—

“Collector” means the Revenue Officer in charge of the district;

“Local Government” includes a Chief Commissioner; and

“Person” includes besides individuals, a public company registered in India, in the United Kingdom or in a British Colony, having a duly empowered agent resident in India, or a syndicate, partnership or private firm of which one or more of the members reside in India, or which has a duly authorized agent resident in India.

License
revocable.

3. A license or lease under these rules may be granted to any person; in case of the death of the person or any of the persons to whom it is granted, it shall inure for the benefit of his legal representatives.

Authority of
Local
Government
to delegate
powers.

4. For the purposes of these rules the Local Government may, in Provinces where there is a Board of Revenue or Financial Commissioner, delegate to such authority all or any of the powers conferred on Local Government by these rules.

Board's Instructions.—The Local Government have delegated to the Board of Revenue their powers under Rules 17, 18 (3), 28, 39, 40 and 44.

Rules not
applicable to
minor
minerals.

5. Nothing in these rules shall apply to minor minerals, such as slate, building stone, limestone and clay, the extraction of which will continue to be

* Prescribed by the Government of India in the Department of Commerce and Industry, in their Resolution No. 75527—531-121 (Geology and Minerals), dated the 15th September 1915, a copy of which was forwarded to the Local Government with letter No. 7583—7553-121, dated the 15th idem.

regulated by such separate rules as the Local Government may lay down in accordance with local circumstances and requirements.

6. The issue of exploring licenses authorizing the surface of land to be searched for minerals having been discontinued, the surface of unoccupied and unreserved land which is the property of Government may be freely searched without authority. In the case of occupied land search can be made only with the consent of the occupier.

Surface of unoccupied and unreserved land may be searched without authority.

Certificate of approval.

7. No prospecting license or mining lease shall be granted except to a person holding a certificate of approval from the Local Government, within whose jurisdiction the land lies for which the license or lease is asked.

License or lease to be granted only to holders of certificates of approval.

8. A certificate of approval shall have effect from the date thereof, and shall expire at midnight on the 31st of December next following: provided that a certificate issued in the last quarter of the year shall be valid until the 31st of December of the year following. Only one person shall be named in the certificate. The fee payable therefor shall be Rs. 50, and the certificate shall cover applications in respect of minerals of all kinds.

Life of a certificate of approval and the fee therefor.

9. A certificate of approval may be renewed at the discretion of the Local Government on payment of a fee of Rs. 10, if the application for renewal is received within one month after the date of expiry of the original certificate. Otherwise the full fee of Rs. 50 shall be charged. The Local Government may delegate to any officer not below the rank of Collector the power to renew a certificate of approval on payment of the prescribed fee, in any case in which the certificate-holder has carried on operations under a prospecting license or mining lease within the jurisdiction of the officer to whom the power is delegated.

Renewal of certificate of approval.

Board's Instructions.—The Local Government have empowered Collectors to renew certificates under the second clause of this rule.

10. The names of persons to whom certificates of approval have been granted shall be published in the Local Government Gazette, and every application for a prospecting license or a mining lease shall contain a statement of the number and date of the Gazette notification of the certificate of approval.

Names of grantees of certificates of approval to be notified.

Board's Instructions.—Renewed certificates need not be published.

11. Before considering an application for a prospecting license or a mining lease, the Collector shall verify the Gazette notification quoted, and shall refuse any application for a license or a mining lease from a person not in possession of a valid certificate of approval, provided that the Collector may at his discretion require the production of the original certificate of approval.

Collector how to proceed on receipt of application for a license or for lease.

12. Licenses or leases previously granted may be held by a grantee who is no longer in possession of a certificate of approval.

12A. No prospecting license or mining lease for reserved minerals shall be granted to any person other than a British subject, or, if the person be a company or firm, unless such company or firm is shown to the satisfaction of the Local Government to be in the hands of British subjects.

And every prospecting license and mining lease shall contain such stipulations in regard to the working and transfer of reserved minerals which may be discovered, as may from time to time be prescribed by the Government of India.

PART II.—PROSPECTING LICENSES.

Right of a
licensee
defined.

13. A license to prospect for minerals or mineral oil, called hereinafter a prospecting license, shall confer on the licensee the sole right, subject to the conditions contained in the license to mine, quarry, bore, dig and search for, win, work and carry away any mineral or mineral oil lying, or being within, under or throughout the land specified in the license.

Board's Instructions.—(1) A prospecting license should be restricted to such area as is reasonably required for bona fide prospecting purposes. In determining the area regard must be had to the character of the minerals understood to be being prospected for and the means at the disposal of prospector. As a prospecting license confers exclusive rights for a term which may be extended to three years, the area over which such a license should be granted is a matter of some consequence. In cases in which a prospecting license is applied for over a large area, a previous reference to the Commissioner should be made by the Collector.

(2) India Government's No. 4251-7-12, dated 8th December 1890. A "large" area should be defined as any area exceeding those given below:—

4 sq. miles for coal.	1 sq. mile for gold or silver.
2 sq. miles for oil.	1 sq. mile for metals.
1 sq. mile for precious stones.	

(3) As regards prospecting licenses for dredging, with a view to prevent the taking of large concessions merely for the purpose of Company promotion, the Government of India consider that Local Governments should refuse to grant large areas except to persons who have the intention and the means to develop the whole concession in three years; and no renewal should be granted after the first year unless either a reasonable amount of prospecting work has been done or steps have been taken to get up a complete drilling outfit or a prospecting dredger.

In respect of
what land a
prospeoting
license to be
granted.
To whom an
application
for a prospect-
ing license to
be made.

14. A prospecting license shall be granted only in respect of land in which the mines, minerals, or mineral oils are the property of Government.

15. Every application for a prospecting license shall, unless the Local Government shall in any case otherwise direct, be made to the Collector of the district in which the land or some part of the land with respect to which the license is required is situate.

16. Every such application shall contain the following particulars, namely :—

Particulars to be given in an application for a prospecting license and its accompaniment.

- (a) The name, profession and residence of the applicant, if he is an individual; or if the applicant is a company, syndicate, partnership or private firm, its name and nature and place of business, and if the place of business is outside India, the name and residence of a member or duly authorized agent resident in India.
- (b) A description, illustrated by a map or plan, showing as accurately as possible the situation, boundaries and area of the land with respect to which the license is required.

Board's Instructions.—Applicants should also be required to state whether they are British subjects.

17. Should the applicant for a prospecting license desire the Collector to prepare for him the map or plan required by the foregoing rule, or should the map or plan presented by the applicant be insufficient, the Collector may prepare the map or plan required and may, if he so order, recover the cost from the applicant at such rate or rates as the Local Government may by general order prescribe.

Plan or map of the area for prospecting may be prepared by Collector at the request and cost of the applicant.

Board's Instructions.—The powers of the Local Government under this rule have been delegated to the Board of Revenue.

18. The Local Government may declare, in respect of any specified area, that in lieu of presenting an application containing the particulars required in rule 16 above, the applicant for a prospecting license shall adopt the procedure set forth below, or such modification thereof as the Local Government may prescribe :—

Power of Local Government to make certain declaration in favour of applicants not in possession of any area for operations or not making application.

(1) He shall, before forwarding his application to the Collector, demarcate the area applied for in the following method :—

- (a) At every angle or corner of each boundary line or as near thereto as is practicable he shall fix pegs of substantial material, standing not less than two feet above the surface of the ground, and being not less than three inches square or three inches in diameter.
- (b) If pegs be not obtainable, he may use instead cairns of stones or mounds of earth, having in each case a height of not less than two feet and a diameter at the base of not less than two feet.
- (c) The direction of the boundary line on each side of each peg, cairn or mound shall be indicated with reasonable care by a trench having a length of four feet, and a breadth and depth of not

less than six inches, provided that if trenches cannot be conveniently cut, the direction of the boundary lines shall be indicated by finger-posts, or in any other manner suitable for the purpose.

- (d) The pegs, cairns or mounds shall bear or have affixed thereto some distinguishing mark which shall be described in the application.
- (e) In the case of an application for land on the seashore, it shall not be necessary to mark out the land below high-water level.
- (f) No peg, cairn, mound, or other mark employed in marking out the land applied for shall be removed or defaced after the application shall have been filed, without the permission of the Collector.

Particulars
to be given in
an application
to Collector
for a prospect-
ing license.

- (2) The application to the Collector shall contain the following particulars, viz., —

- (a) The name, profession and residence of the applicant, if he is an individual; or if the applicant is a company, syndicate, partnership or private firm, its name and nature and place of business, and if the place of business is outside India, the name and residence of a member or duly authorized agent resident in India.
- (b) A description, as accurate as possible, and illustrated by a sketch of the situation, boundaries and area of the land with respect to which the license is required.
- (c) A description of the distinguishing mark on the pegs, cairns or mounds constructed to mark out the boundaries of the concession applied for.
- (d) The date of marking out the concession applied for.

Board's Instructions.—Applicants should also be required to state whether they are British subjects or not.

Application
to be accom-
panied with
a deposit of
the cost of
survey of the
area for pro-
specting.

- (3) The application shall be accompanied by a deposit at such rate or rates as the Local Government may by general order prescribe to meet the cost of survey of the area.

Board's Instructions.—The powers of the Local Government under this clause have been delegated to the Board of Revenue.

Procedure as
regards
surveying the
land for
prospecting.

- (4) Unless the Collector is of opinion that it is not expedient to grant the license, he shall, as soon as possible after the receipt of the application, cause the land applied for to be surveyed at the expense of the applicant, and the area and all other details ascertained in the course of such survey shall be presumed to be correct: Provided that the Collector may at his discretion dispense with

such survey if the boundaries of the area applied for conform to boundaries already ascertained in a Government survey, e.g., the boundaries of survey numbers in a revenue survey.

19. On receipt of any application under rule 16 or rule 18 the Collector, or such officer as he may authorize to do so, shall note thereon the date and hour of its receipt, and shall deliver to the applicant an acknowledgment stating the date and hour of receipt.

Acknowledgment of application to be granted by Collector and application dated.

20. The Collector shall then as soon as practicable, inquire whether the grant of the license applied for is inexpedient, either on the ground that the land described in the application is required for a public purpose or otherwise.

Inquiry to be made by Collector as to expediency of granting a license.

21. Should the Collector be of opinion that it is not expedient to grant the license, he shall refuse to grant it. An appeal shall lie from the order of the Collector to the next higher revenue authority.

Power of Collector to reject application and appeal against such refusal.

22. Subject to the control of the Local Government, the Collector, if he finds that the applicant is in possession of a valid certificate of approval and that there is no objection to the grant of the license applied for, may grant to the applicant a license in such form as may be prescribed.

Board's Instructions.— For the Form, vide Appendix

23. In the case of two or more applications affecting the same land, the prior right to a license shall, subject to any order to the contrary which the Local Government may in its discretion pass in any particular case, be deemed to lie with the applicant, who being the holder of a valid certificate of approval and after compliance with the procedure prescribed by the rules, shall have been the first to file his application with the Collector.

Priority of right of a license how to be decided when there are more applicants than one.

24. Every applicant shall, before the license is granted, deposit as security in respect of such license, a sum of Rs. 100 per square mile or part of a square mile of the area covered by the license, or, with the Collector's permission give security to a like amount to the satisfaction of the Collector.

Deposit of security by applicants.

25. Subject to such deduction on account of compensation for surface, damage, penalty, or otherwise as the Collector may order, the amount of any deposit made under the foregoing rule, should the depositor afterwards be granted a mining lease, will be carried to his credit as part of the rents, royalties or deposit money payable under the lease. Or should he decline to receive or fail to obtain any such lease as aforesaid, the amount will be returned to him on his satisfying the Collector that the condition in rule 30 (*vide*) has been complied with and on his furnishing the Collector with the information required by rule 33.

Disposal of security deposits.

26. If a license is not executed within three months after leave has been granted for it, the right of the applicant to such license shall be held to have

Lapse of a license and its revival.

lapsed, unless the Local Government, for special reasons, consents to grant the same notwithstanding the delay or considers that the delay is not attributable to the applicant.

Register of applications for prospecting licenses to be kept by Collector.

27. A register of applications for prospecting licenses shall be kept in English in the Collector's Office, specifying—

- (1) Serial number,
- (2) Name of applicant,
- (3) Residence of applicant,
- (4) Date and number of certificate of approval granted to applicant,
- (5) Date of application,
- (6) If application received incomplete, the date of completion,
- (7) Situation and boundaries of the land,
- (8) Estimated area,
- (9) Date of license, if granted (or date of order of refusal),
- (10) Period for which granted, with note as to renewal or extension,
- (11) Fee and royalty payable under rule 30 (i) and (ii),
- (12) Amount of deposit, and
- (13) Particulars of disposal or refund of deposit.

Register open to inspection by holders of certificates of approval on payment of fee.

28. The register shall be open to inspection by any holder of a valid certificate of approval or his duly authorized representative, on payment of such fee as the Local Government may prescribe.

Board's Instructions.—The power of the Local Government under this rule has been delegated to the Board of Revenue.

A return showing the licenses granted or refused to be submitted by Collector. Conditions to be entered in prospecting licenses.

29. A return of license granted or refused shall be submitted by the Collector at such intervals and to such authority as the Local Government may direct.

30. Every prospecting license shall contain such conditions as may in any particular case seem necessary, and shall in all cases contain the following conditions :—

- (i) The term for which the license shall be granted shall be one year or such shorter term as the applicant may desire. The license may be renewed by the Collector for a further term not exceeding two years, whenever he is satisfied that a longer period than one year is required in order to enable the licensee to complete his search of the land :

Provided that, when the licensee has, before the termination of the period of the license, applied for the grant of a mining lease, the Collector

may further extend the period of the license until a mining lease is granted or for such time as he may deem fit.

Board's Instructions.—Licenses and renewals of licenses require registration under the Registration Act, except those for a term less than one year which may be made by unregistered instrument.—Vide Notification No. 4730-B., dated the 25th June 1913.

- (ii) The licensee shall pay a fee not exceeding one rupee and not less than one anna per acre of the land covered by the license. When a license is renewed under the last foregoing condition, a fresh fee shall be payable, subject to the same maximum and minimum charge, for each year or part of a year for which the license is renewed. But no fee shall be payable for an extension of the term of license under the proviso to that condition.

Fee for registration.

Board's Instructions.—The rate of fee under this clause will be fixed by the Collector subject to such general or special orders as may be passed by the Board of Revenue.

- (iii) The licensee shall pay royalty at a rate not exceeding 15 per cent of the value on all precious stones won and carried away, and a royalty at the rates specified in Schedule A in Part IV of these rules on all other minerals won and carried away over and above such quantity as is allowed in Schedule B to be taken free for purposes of experiment.

Royalty to be paid by the licensee.

- (iv) The licensee shall make and pay such reasonable satisfaction and compensation, as may be assessed by lawful authority in accordance with the law in force on the subject applying to the lands over which the license has been granted for all damage, injury or disturbance which may be done by him in exercise of the powers granted by the license, and shall indemnify the Government against all claims which may be made by third parties in respect of any such damage, injury or disturbance.

The licensee liable to make good all damage, etc., caused by him in execution of his license.

NOTE.—The powers necessary for the proper enjoyment of minerals, the property of Government together with the methods according to which such powers are to be exercised by Government or by its assignees, are governed by the law for the time being in force in each province. Where the law confers such powers on the Local Government or its assignees, the Local Government may make local rules indicating the conditions on which licensees shall have right of access to minerals, the right to use of water in connection with the working thereof, and the like.

- (v) The licensee shall not cut or injure any tree on unoccupied and unreserved land without the permission in writing of the Collector, or of such officer or officers as he may appoint: nor without the permission of the Collector, shall he disturb the surface of any road, or enter on any public pleasure ground, burning or burying ground, or place held sacred by any class of persons, or interfere with any right-of-way, well or tank.

Cutting or injuring by the licensee of trees on unoccupied and reserved land and entering certain places without permission prohibited.

License transferable to a holder of a valid certificate.

The licensee shall have power to assign his license or transfer any right or interest thereunder to a person holding a valid certificate of approval subject to the following conditions:—

- (a) No such assignment or transfer shall be made in favour of any person who by himself or by those joint in interest with him, already holds a mining lease or leases over ten square miles within the territories administered by the Local Government within whose jurisdiction the land lies for which the license has been granted.

The actual position of transferee to be ascertained from Local Government. Assignment and transfer to be reported to Collector.

The actual position of the transferee in this matter, if not known to the licensee, should be ascertained from the Local Government.

- (b) Every such assignment or transfer shall be reported to the Collector within one calendar month from the date of its completion; together with full particulars of the transaction.
- (c) Every such assignment or transfer shall within a further period of two months be registered in the office of the Collector on payment of a fee of Rs. 50 :

Assignment or transfer to be registered in the office of the Collector on payment of a fee of Rs. 50

Provided that in the case of any particular mineral reserved by order of the Governor General, in Council, the previous sanction of the Government to the assignment or transfer shall be required.

The minerals reserved at present are petroleum, chromite, and ores of manganese, vanadium, molybdenum, nickel, and tungsten.

Board's Instructions.—The registration of transfers in the Collector's office does not dispense with the necessity of registration under the Indian Registration Act.

Penalty for non-compliance with the above rules.

- (vi) In case of any breach on the part of the licensee or his transferee or assignee of any of the preceding clauses, the Collector may summarily revoke the license, and thereupon all rights conferred thereby or enjoyed thereunder shall cease; or should he see fit, he may in lieu thereof, declare to be forfeited to Government, the whole or any part of the deposit made by the licensee under rule 24. An appeal shall lie to the Local Government against any such order within thirty days from the date of its communication to the licensee.

The licensee bound to fill in all holes, excavations, etc., made by him.

- (viii), save in the case of land over which the licensee shall have been granted a mining lease on or before the determination of the license, he shall within six months next after the determination of the license or the date of abandonment of the undertaking, whichever shall first occur, securely plug any bores and fill up or fence any holes or excavations that he may have made in the land

to such extent as the Collector may require, and shall to the like extent restore the surface of the land and all buildings thereon which he may have damaged in the course of prospecting.

Provided that the licensee shall not be compelled to restore the surface of land or any buildings in respect of which full and proper compensation has already been paid under condition (iv).

(12) Should any question or dispute arise regarding the license, or any matter or thing connected therewith or the powers of the licensee thereunder, or the amount or payment of the fee or royalty made payable thereby, the matter in difference shall be decided by the Local Government whose decision shall be final.

All questions or disputes, etc., regarding the license to be decided by the Local Government.

Board's Instructions.—This rule does not authorize the Local Government to fix the rate of royalty payable in respect of a mineral which is not specifically mentioned in Schedule A appended to the rules. The intention of the rule is to confer upon the Local Government power to settle any dispute which may arise regarding the amount of royalty payable under the terms of a license already granted.

31. All operations conducted under the authority of these rules within a reserved or protected forest shall be subject to such condition as the Local Government may by general or special order from time to time prescribe. It shall be a condition of every license granted under these rules that, before the commencement of prospecting within a reserved or protected forest, 30 days' notice shall be given to the District Forest Officer of the intention to commence operations, and that the operations shall be conducted subject to any conditions regarding the use of fire that he may prescribe.

Conditions prescribed for prospecting operations within reserved or protected forests.

32. On or before the determination of his license, the licensee shall have a right—

Right of the licensee defined.

(a) in the case of a mineral oil or minerals other than precious stones, to a mining lease in accordance with the terms contained in the rules for mining leases;

(b) in the case of precious stones, to the first offer of such mining lease as the Governor General in Council may think fit to grant.

Such lease may include so much land, comprising the whole or a part only of the area for which the prospecting license was granted, as shall not exceed the area specified with respect to mining leases in rule 45.

33. If so required by the Collector the licensee shall, before the deposit made under rule 24 is returned to him, disclose confidentially to the Collector, all information acquired in the course of the operations carried on under the license, regarding the minerals contained in, or the geological formation of any area not taken up by him under a mining lease.

The licensee bound to disclose all information acquired by him in course of the operations.

Board's Instructions.—Such information will be communicated confidentially by the Collector direct to the Geological Department.

PART III.—MINING LEASES.

Application for a mining lease to be made to Collector.

34. Every application for the grant of a mining lease, not being a lease of a mine of precious stones, shall be presented to the Collector in whose district the land or some part of the land with respect to which the lease is required is situate. The Collector shall forward the application through the proper channel to the Local Government.

Board's Instructions.—Collectors may reject applications for the grant of mining lease without reference to higher authority in cases—

- (i) where the applications do not contain the particulars prescribed by Rule 38 and the applicants on being asked to amend them fail to do so ;
- (ii) where the applicant has failed—
 - (a) to deposit the security fixed by the Collector under Rule 36, or
 - (b) to pay the fees for the preparation of the map or plans fixed under Rule 39; and
- (iii) where an applicant proceeding under rule 40 fails to comply with the directions in that rule.

In respect of what land a mining lease to be granted.

35. A mining lease shall be granted only in respect of land in which the mines, minerals, or mineral oils are the property of Government.

Application for a lease to be accompanied with a security deposit.

36. With the application, the applicant shall deposit as security, in respect of preliminary expenses such sum, not exceeding Rs. 500, as the Collector may determine, or with the Collector's permission, give security to the like amount to the satisfaction of the Collector. If the application relates to an area for which the applicant holds a prospecting license, any amount held in deposit under rule 21 in respect of such prospecting license, will be carried to his account.

Disposal of the security deposit.

37. The amount of any deposit made under rule 36, less any expenses incurred by or on behalf of Government, will, if the depositor be granted mining lease, be carried to his credit, as part of the rent or royalties payable under the lease, or if he declines or fails to obtain any such lease as aforesaid, will be returned to him.

Particulars to be given in the application for a mining lease.

38. Every application for a mining lease shall contain the following particulars, namely,—

- (a) the name, residence and profession of the applicant if he is an individual, or if the applicant is a company, syndicate, private firm or partnership, its name and nature and place of business and if the place of business is outside India, the name and residence of a member or duly authorized agent resident in India ;
- (b) a specification of the mineral or minerals for which the applicant intends to mine ;
- (c) a description, illustrated by a map or plan, showing as accurately as possible, the situation, boundaries and area of the land with respect to which the lease is required ;

- (d) a statement showing all areas within the jurisdiction of the Local Government already held by the applicant or by any person joint in interest with him in prospecting or mining right ;
- (e) the period for which the lease is required.

Board's Instructions.—Applicants should also be required to state whether they are British subjects.

In forwarding applications a date should be given from which it is proposed that the lease shall have effect.

39. Should the applicant for a mining lease desire the Collector to prepare for him the map or plan required by the foregoing rule, or should the map or plan presented by the applicant be insufficient, the Collector may prepare the map or plan required, and may, if he so order, recover the cost from the applicant at such rate or rates as the Local Government may by general order prescribe.

Collector to prepare map or plan referred to in the above rule at the request and cost of the applicant

NOTE.—It shall be competent to the Local Government by general order to direct that an accurate survey be made at the expense of the lessee of all land granted on mining lease if a map or plan has not been already prepared by the Collector. Such survey may be made at any time after it is decided to grant the lease, the object being to secure an authoritative record of the area covered by the lease.

Board's Instructions.—The powers of the Local Government under this rule have been delegated to the Board of Revenue.

40. The Local Government may declare in respect of any specified area that in lieu of presenting an application containing the particulars required in rule 38 above, every applicant for a mining lease over an area, in respect of which he is not already in possession of or has not submitted an application for a prospecting license, shall adopt the procedure set forth below, or such modification thereof as the Local Government may prescribe :—

Powers of Local Government to make certain declaration in favour of applicants not in possession of any area for operations or not making an application

(1) He shall, before forwarding his application to the Collector, demarcate the area applied for in the following method :—

- (a) At every angle or corner of each boundary line, or as near thereto as is practicable, he shall fix pegs of substantial material standing not less than two feet above the surface of the ground and being not less than three inches square or three inches in diameter.
- (b) If pegs be not obtainable, he may use instead cairns of stones or mounds of earth having in each case a height of not less than two feet and a diameter at the base of not less than two feet.
- (c) The direction of the boundary line on each side of each peg, cairn or mound shall be indicated with reasonable care by a trench having a length of four feet, and a breadth and depth of not less than six inches : provided that if trenches cannot be

- conveniently out, the direction of the boundary lines shall be indicated by finger-posts, or in any other manner suitable for the purpose.
- (d) The pegs, cairns or mounds shall bear or have affixed thereto some distinguishing mark which shall be described in the application.
- (e) In the case of an application for land on the seashore, it shall not be necessary to mark out the land below high-water level.
- (f) No peg, cairn or mound, or other mark employed in marking out the land applied for shall be removed or defaced after the application shall have been filed without the permission of the Collector.
- (2) The application to the Collector shall contain the following particulars, viz. :—
- (a) The name, profession and residence of the applicant, if he is an individual, or if the applicant is a company, syndicate, partnership or private firm, its name and nature and place of business, and if the place of business is outside India, the name and residence of a member or duly authorized agent resident in India.
- (b) A description, as accurate as possible and illustrated by a sketch, of the situation, boundaries and area of the land with respect to which the lease is required.
- (c) A description of the distinguishing mark on the pegs, cairns or mound constructed to mark out the boundaries of the concession applied for.
- (d) The date of marking out the concession applied for.
- (e) A specification of the mineral or minerals for which the applicant intends to mine.
- (f) A statement showing all areas within the jurisdiction of the Local Government already held by the applicant or any person joint in interest with him in prospecting or mining right.
- (g) The period for which the lease is required.
- (3) The application shall be accompanied by such deposit, in addition to that prescribed in rule 36 above, as the Local Government may by general or special order declare to be required to meet the cost of survey of the area.

Applications for a lease to be accompanied with the cost of survey of the area to be leased.

Board's Instructions.—The powers of the Local Government under this clause has been delegated to the Board of Revenue.

(4) The Collector shall, as soon as possible after the receipt of the application, cause the land applied for to be surveyed at the expense of the applicant, and the area and all other details ascertained in the course of such survey shall be presumed to be correct.

Area to be leased to be surveyed at the cost of the applicant.

Board's Instructions.—Applicants should also be required to state whether they are British subjects.

41. On receipt of any application under Rule 38 or 40 above, the Collector, or such officer as he may authorize to do so, shall note thereon the date and hour of its receipt, and shall deliver to the applicant an acknowledgment stating the date and hour of receipt.

Receipt of application to be dated and acknowledged by Collector.

42. In the case of two or more applications affecting the same land and presented by applicants who are not in possession of, or have not applied for, prospecting licenses in respect thereof, the prior right to a lease shall, subject to any order which the Local Government may pass in any particular case, be deemed to lie with the applicant who, being the holder of a valid certificate of approval and after compliance with the procedure prescribed by the rules, shall have been the first to file his application with the Collector.

Priority of right to a lease how to be decided when there are more applicants than one for the same area.

43. A register of applications for mining leases shall be kept in English in the Collector's office specifying, as far as may be, the matters prescribed by rule 27 for the register of applications for prospecting licenses.

Register of applications to be kept by Collector.

44. The register shall be open to inspection by any holder of a certificate of approval or his duly authorized representative on payment of such fee as the Local Government may prescribe.

Register open to inspection by the holders of certificates of approval on payment of fee.

Board's Instructions.—The powers of the Local Government under this clause have been delegated to the Board of Revenue.

45. On receipt of the application from the Collector, the Local Government may, if the applicant is entitled to a lease under rule 32, or if it considers that the applicant should be granted a mining lease, grant the same in accordance with these rules over such area as it may think fit.

Powers of Local Government to grant lease.

Provided that no mining lease shall be granted by the Local Government under these rules, so as to cause the total area held under mining leases for minerals of whatsoever kind by the lessee or by those joined in interest with him to exceed ten square miles within the territories administered by the Local Government.

Board's Instructions.—The Local Government are empowered to grant to an applicant more than one block of land if they consider this expedient. The number of blocks which may properly be granted under any one lease is a matter of importance, and will vary with the character of the mineral, the resources at the command of the applicant, the area of mineralised land in the locality at the disposal of Government and the possibility of other capitalists being likely to engage in the same industry. (It would ordinarily be unwise, for instance, to give a single applicant a mining lease of ten square miles of gold bearing reefs or of an oil tract.)

Lapse of
lease and its
renewal.

46. If a lease is not executed within six months after leave has been granted for it, the right of the applicant to such lease shall be held to have lapsed, unless the Local Government, for special reasons, consents to grant the same notwithstanding the delay, or considers that the delay is not attributable to the applicant.

NOTE.—Every lease shall, before it is executed, be approved by the Advocate-General or other Legal Adviser, if any, appointed for the Province.

Dimensions
of land held
under a
mining lease.

47. Without the previous sanction of the Governor General in Council, the length of an area held under the mining lease shall not be allowed to exceed four times its breadth:

Provided that this rule shall not apply to areas in river-beds held on lease for dredging purposes, in respect of which the Local Government may, with the sanction of the Governor General in Council, make rules as to the dimensions and shape of areas for which such leases may be granted.

Board's Instructions.—The Government have decided not to fix a maximum ratio of length to breadth; but no area granted for dredging purposes should extend for more than ten miles along a stream or for more than one mile to either side of the centre of the stream or may include more than ten square miles:

Provided also that the Governor General in Council may delegate to the Local Government the power to grant exemption from the operation of this rule, in respect of specified minerals and subject to such restrictions as to limit of length or otherwise as he may think fit.

48. The boundaries below the surface of all areas given out on mining lease under these rules shall be considered to run vertically downwards towards the centre of the earth.

Term of a
mining lease.

49. The term for which a mining lease may be granted shall not exceed 30 years, but the lease may contain a clause permitting renewal for a period not exceeding 30 years, on a dead and surface rent not exceeding twice the original dead and surface rent respectively, the royalty payable being that which may on the day next following that on which the original lease shall determine, be in force under the orders of competent authority.

Board's Instructions.—Government would not be prepared to sanction a renewal clause in leases for purely speculative undertakings such as gold mining adventures often are. On the other hand, they would be disposed to view with favour a proposal for a covenant for renewal where, as is often the case in coal mines, the existence of the mineral is ascertained beyond doubt, where the enterprise is a substantial one and where a large expenditure of capital is essential to the prosecution of the undertaking (vide India's Circular No. 28-111-1, dated the 23rd October 1895).

50. Every mining lease shall contain such conditions and stipulations as the Local Government may in each case consider necessary; and shall in every case contain the following conditions, namely:—

Conditions of
mining lease.

- (i) The lessee shall pay a royalty or royalties at the rate specified in the lease, which rate or rates shall be those fixed for the particular mineral or minerals in Schedule A in Part IV of these rules; and if any other mineral shall be discovered by him, then the royalty shall be paid therefor at such rate, not being less than 20 per cent of the value thereof, as the Local Government may determine, until a mining lease has been obtained in respect of such mineral; but the lessee shall be entitled within twelve months from the discovery of such mineral to require and obtain such lease for the term then unexpired of his original lease: provided that, if he declines to take a lease as above provided, the Local Government may give a lease in respect of such mineral to any other person.
- (ii) The lessee shall also pay for every year, after the first year, a fixed yearly dead rent at a rate not less than that laid down in Schedule C in Part IV of these rules: provided that no lessee shall pay both royalty and dead rent in respect of the same lease, but only such one of them as may be of the greater amount.
- (iii) The lessee shall also pay for all land which he may take up, use or occupy for the purpose of the mine a surface rent at the rate specified in Schedule D.
- (iv) The lessee shall at his own expense erect and at all times maintain and keep in repair boundary marks and pillars according to the demarcation to be shown in a plan annexed to his lease.
- (v) The lessee shall make and pay such reasonable satisfaction and compensation, as may be assessed by lawful authority in accordance with the law in force on the subject applying to the lands over which the lease has been granted, for all damage, injury or disturbance which may be done by him in exercise of the powers granted by the lease, and shall indemnify the Government against all claims which may be made by third parties in respect of any such damage, injury or disturbance.

NOTE.—The powers necessary for the proper enjoyment of minerals, the property of Government, together with the methods according to which such powers are to be exercised by Government or by its assignees, are governed by the law for the time being in force in each province. Where the law confers such powers on the Local Government or its assignees, the Local Government may make local rules indicating the conditions on which lessees shall have right of access to minerals, the right to use of water in connection with the working thereof, and the like.

- (vi) The lessee shall not cut or injure any tree reserved in the lease.
- (vii) The lessee shall have power to assign his lease or transfer any right or interest thereunder to a person holding a valid certificate of approval subject to the following conditions :—
 - (a) No such assignment or transfer shall be made in favour of any person who, by himself or by those joint in interest with him already holds a mining lease or leases, which is or are, or which with the addition of the area now proposed for assignment or transfer will be over ten square miles within the territories administered by the Local Government within whose jurisdiction the land lies for which the lease has been granted. The actual position of the transferee in this matter, if not known to the lessee, should be ascertained from the Local Government.
 - (b) Every such assignment or transfer shall be reported to the Collector within one calendar month from the date of its completion together with full particulars of the transaction.
 - (c) Every such assignment or transfer shall within a further period of two months be registered in the office of the Collector on payment of a fee of Rs. 50 :

Provided that in the case of any particular mineral reserved by order of the Governor General in Council, the previous sanction of the Local Government to the assignment or transfer shall be required.

The minerals reserved at present are petroleum, chromite and ores of manganese, vanadium, molybdenum, nickel and tungsten.

Board's Instructions—The registration of transfers in the Collector's office does not dispense with the necessity for registration under the Indian Registration Act.

- (viii) Unless prevented by reasonable cause of which the Local Government shall be the judge, the lessee shall commence operations within one year from the date of the execution of the lease and shall thereafter carry them on effectually in a proper, skilful and mining-like manner. Should the lessee cease without such cause to work the mine for a period exceeding two years in such a manner as to produce sufficient mineral to earn a royalty at least equal to the dead rent it shall be deemed a breach of this condition.

NOTE.—For the purpose of the first part of this condition, such measures as the erection of machinery for the purposes of working the mine although not necessarily on the land covered by the lease, or the construction of roads or tramways in connection with the mine, shall be deemed to be sufficient compliance with the requirement of commencing operations.

- (ix) The lessee shall keep correct accounts showing the quantity and particulars of all minerals obtained from the mine and the number of persons employed therein and also complete plans of the mine, and shall allow any officer authorized by the Local Government in that behalf at any time to examine such accounts and plans and shall furnish the Local Government with such information and returns in respect of the aforesaid matter as it may prescribe.
- (x) The lessee shall allow existing and future license or lease-holders of any land which is comprised in or adjoins or is reached by the land held by the lessee, reasonable facilities of access thereto.
- (xi) The lessee shall allow any officer authorized by the Local Government in that behalf to enter upon the premises comprised in the lease for the purpose of inspecting the same.
- (xii) The lessee shall without delay report to the Collector the discovery on or within any of the lands or mines demised by the lease of any mineral not specified in the lease.
- (xiii) Should the royalty or rent reserved or made payable by the lease be not paid within two months next after the date fixed in the lease for the payment of the same, the Local Government may enter upon the said premises and distrain all or any of the minerals or moveable property therein, and may order the sale of the property so distrained or so much of it as will suffice for the satisfaction of the rent or royalty due and all costs and expenses occasioned by the non-payment thereof; and if any royalty or rent remain at any time unpaid six calendar months after the date on which it is due, the Local Government may determine the lease and take possession of the premises comprised therein.
- (xiv) In case of any breach on the part of the lessee of any covenant or conditions contained in the lease the Local Government may determine the lease and take possession of the said premises; or in the alternative, may accept payment of a penalty, not exceeding twice the amount of the annual dead rent, from the lessee.
- (xv) At the end or sooner determination of the lease the lessee shall deliver up the said premises, and all mines (if any) dug therein in a proper and workmanlike state, save in respect of any working as to which the Local Government may have sanctioned abandonment.

- (xvi) Should any question or dispute arise regarding the lease or any matter or thing connected with the mines and minerals leased or the working or non-working thereof or the amount of payment of the royalty or rent reserved or made payable by the lease, the matter in difference shall be decided by the Local Government, whose decision thereon shall be final.

Operations within protected or reserved forests.

51. All operations conducted under the authority of these rules within a reserved or protected forest shall be subject to such conditions as the Local Government may by general or special order from time to time prescribe. It shall be a condition of every lease granted under these rules that before the commencement of work within a reserved or protected forest, 30 days' notice shall be given to the District Forest Officer of the intention to commence operations, and that the operations shall be conducted subject to any conditions regarding the use of fire that he may prescribe.

52. Every mining lease which includes any portion of a reserved or protected forest shall, if it authorizes the lessee to fell timber for mining purposes, specify the area within which, or the quantity up to which, and the terms and conditions upon which, he may exercise that authority.

Lease of a mine of precious stones to be granted by the Governor General in Council only.
Determination of lease by a lessee.

53. No lease of a mine of precious stones shall be granted except by the Governor General in Council. The procedure for obtaining, and the conditions of, such lease shall be those prescribed by rules 34 to 50, read as if the Governor General in Council were substituted for the Local Government.

54. The lessee shall be at liberty to determine the lease at any time on giving not less than twelve calendar months' notice in writing to the Collector; and upon the expiration of such notice, provided that all sums due on account of the lease shall have been paid, the lease shall be determined. When a lessee exercises his option of determining a lease, he shall not be granted subsequently a new lease over a portion only of the land covered by the original lease.

PART IV.—RENTS AND ROYALTIES.

SCHEDULE A.

Royalty Rules 30 (iii) and 50 (i).

Coal, exclusive of dust and coal used on the work.	5 per cent on the sale value at the pit's mouth with a minimum of two annas per ton.
Coal-dust ...	... Half the rates fixed for coal.
Mica ...	... 5 per cent on the sale value at the pit's mouth.
Oil ...	... Eight annas per 40 gallons or 5 per cent <i>ad valorem</i> on gross value.
Gold and silver	... 7½ per cent on the profits* of each year taken separately or 2½ per cent on the gross value, at the option of the Local Government.
Iron ...	... ½ anna per ton of ironstone.
Precious stones	... 30 per cent on the net profits of each year taken separately (for mining leases only).
All other minerals not specified above.	... 2½ per cent on the sale value at the pit's mouth, or on the surface of the dressed ore or metal, convertible at the option of the Local Government to an equivalent charge per ton to be fixed annually or for a term.

SCHEDULE B.

Maximum quantities removable free of royalty—Rule 30 (iii).

Class A.—Separated gold, platinum and other precious metals *Nil*.
occurring in the Native States.

* Profits shall be taken to mean the excess of the revenue which is wholly derived from the sale of the mineral or minerals specified over expenditure, after all costs and expenses chargeable so the actual working and management of the mine shall have been included. But neither depreciation nor amortization nor Director's fees nor any revenue or expenditure obtained or incurred on account of share or capital transactions, or by trading, shall be brought into the account provided that the fees of such Director or Directors as may actually direct technical operations and are specially denoted as Managing Directors may be included in expenditure.

Class B.—Auriferous rock and gravel ...	...	...	2 tons.
„ C.—Metalliferous ores such as those worked for aluminium, iron, manganese.	10	„	
„ D.—Metalliferous ores, such as those worked for antimony, arsenic, bismuth, chromium, copper, lead, nickel, tin, titanium, tungsten, zinc.	5	„	
„ E.—Metalliferous ores, such as those worked for cadmium, cobalt, mercury, molybdenum, silver, thallium, vanadium.	2	„	
„ F.—Compound ores containing the metals of class E in smaller quantities than those of class D.	5	„	
„ G.—Concentrates of the ores enumerated in classes D to F	2	awt.	
„ H.—Coal, lignite ...	...	...	50 tons.
„ I.—Petroleum ...	...	...	200 gallons.
„ J.—Minerals of the so-called “rare earths”, such as minerals worked specifically for cesium, cerium, columbium, didymium, erbium, gallium, germanium, indium, lithium, niobium, rubidium tantalum, thorium, uranium, yttrium, and zirconium.	1	ton.	
„ K.—Minerals used in agriculture and chemical manufactures, such as bauxite, gypsum, iron pyrites and pyritous shales.	10	tons.	
„ L.—Minerals used in various arts, such as barytes, bitumen, borax, corundum, emery, felspar, fluor spar.	½	ton.	
„ M.—Asbestos, graphite, mica, and native sulphur	...	1	awt.
„ N.—Precious stones and gems such as agate, amber, amblygonite, amethyst, aquamarine, beryl, chrysoberyl, chrysolite, diamond, emerald, garnet, jade and jadeite, jasper, lapis lazuli, moon-stone, opal, ruby, sapphire, spinel, topaz, turmaline, and turquoise.	N/2		

SCHEDULE C.

Minimum Dead Rent—Rule 50 (ii).

Mineral.	Dead rent per acre (minimum).
(1) Coal, lignite, minerals used in agriculture and chemical manufactures, such as bauxite, gypsum, iron pyrites and pyritous shales.	Four annas per acre.
(2) Gold and silver, precious stones, and all minerals [not included in (1) above, except iron-ore].	One rupee per acre.
(3) Iron-ore	One anna per acre.

NOTE.—These minima are purposely fixed low; but they are liable to be largely exceeded according to the value of the deposit and degree of development of the country.

SCHEDULE D.

Surface Rent—Rule 50 (iii).

The rent rate assessable under the revenue and rent law of the province, or if no such rent is so assessable, the rate which may be fixed by Government, subject to a maximum of one rupee and a minimum of four annas per acre.

MODEL FORM OF MINING LEASE.

Instrument of lease made this _____ day of _____ 19____
Between the Secretary of State for India in Council hereinafter referred to as "The Secretary of State" (which expression shall where the context admits be deemed to include his successors in office and assigns) of the one part and⁽¹⁾

[name of person]
of [address and occupation]
hereinafter referred to as "the lessee" (which expression shall where the context so admits be deemed to include his heirs executors administrators representatives and permitted assigns)⁽¹⁾

(1)—(1). This wording is to be used where the lease is granted to one individual.

and⁽²⁾ [name of person]
of [address and occupation]
and [name of person]
of [address and occupation]
and [name of person]
of [address and occupation]
hereinafter referred to as "the lessors" (which expression shall where the context so admits be deemed to include their respective heirs executors administrators and representatives and their permitted assigns)⁽²⁾

(2)—(2). This wording is to be used where the lease is granted to more than one individual.

and⁽³⁾ [name of company] Limited incorporated
in [country] and having its
registered office at [address]
hereinafter referred to as "the lessee" (which expression shall where the context so admits be deemed to include its permitted assigns)⁽³⁾

(3)—(3). This wording is to be used where the lease is granted to a registered company.

(1)-(4). This wording is to be used where the lease is granted to an unincorporated syndicate.

and (4) the unincorporated body called
[name of syndicate] having their principal place
of business at [address] hereinafter
referred to as "the lessees" (which expression shall where the context so
admits be deemed to mean and include the persons or corporations who for the
time being may be members of and the permitted assigns of
[name of syndicate])⁽¹⁾

(2)-(5). This wording is to be used where the lease is granted to a firm.

and (5) the firm of [name of firm]
having their principal place of business at
[address] hereinafter
referred to as "the lessees" (which expression shall where the context so
admits be deemed to mean and include the persons who for the time being
may be members of and the permitted assigns of
[name of firm])⁽²⁾

of the other part

Now these presents witness that in consideration of the rents and royalties
covenants and agreements by and in these presents and Schedule hereunder
written reserved and contained and on the part of the ~~lessee~~^{lessee} to be paid observed
and performed the Secretary of State hereby grants and demises unto the ~~lessee~~^{lessee}
all these the mines beds veins and seams of (hereinafter
and in the said Schedule referred to as "the said minerals") situate lying and
being in or under the lands which are referred to in Part I of the said Schedule
together with the liberties powers and privileges to be exercised or enjoyed in
connection therewith which are mentioned in Part II of the said Schedule
subject to the restrictions and conditions as to the exercise and enjoyment of
such liberties powers and privileges which are mentioned in Part III of the
said Schedule *except* and reserving out of this demise unto the Secretary of
State the liberties powers and privileges mentioned in Part IV of the said
Schedule *to hold* the premises hereby granted and demised unto the ~~lessee~~^{lessee} from
the day of 19 , for the term of
years thence next ensuing *yielding* and paying therefor unto the Secretary
of State the several rents and royalties mentioned in Part V of the said
Schedule at the respective times therein specified subject to the
provisions contained in Part VI of the said Schedule AND the
~~lessee~~^{lessee} hereby ~~covenant~~^{covenant} with the Secretary of State as in Part VII of the said
Schedule is expressed AND the Secretary of State hereby covenants with the
~~lessee~~^{lessee} as in Part VIII of the said Schedule is expressed AND it is hereby
mutually agreed between the parties hereto as in Part IX of the said Schedule
is expressed.

IN WITNESS whereof these presents have been executed in manner hereunder appearing the day and year first above written.

The Schedule above referred to—

Part I.—The area of this lease.

All that tract of land situate at

Description
of area.

in (Pargana)

in

the Registration District of

Sub-District

and Thana

bearing Cadastral Survey Nos.

containing an area of

or thereabouts delineated on the plan hereto annexed and thereon coloured

and bounded as follows :

on

on the North by

on the South by

on the East by

and on the West by

Part II.—Liberties, powers and privileges to be exercised or enjoyed by the ^{lease} ~~lessor~~ subject to the restrictions and conditions in Part III.

1. Liberty and power to enter upon the lands referred to in Part I (hereinafter referred to as "the said lands") and to search for win work get raise [convert] and carry away the said minerals. Liberty to sink work mines.

2. Liberty and power for or in connection with any of the purposes mentioned in this part to sink drive make maintain and use in the said lands any pits shafts inclines drifts levels waterways airways and other works [and to use maintain deepen or extend any existing works of the like nature in the said lands]. Liberty to sink pits etc. [and use existing pits, etc.]

3. Liberty and power for or in connection with any of the purposes mentioned in this part to erect construct maintain and use on or under the said lands any engine machinery plant dressing floors furnaces [coke-ovens] brick-kilns lime-kilns workshops storhouses bungalows godowns Liberty to make works [and use existing works].

sheds and other buildings and other works and conveniences [and to use and maintain any existing works and conveniences of the like nature on or under the said lands]

Liberty to make roads and ways [and use existing roads and ways].

4. Liberty and power for or in connection with any of the purposes mentioned in this Part to make any tramways railways roads and other ways in or over the said lands and to use maintain and go and repass with or without horses cattle wagons or locomotives over the same [or any existing tramways railways roads and other ways in or over the said lands].

Liberty to get building and road materials, make bricks, etc.

5. Liberty and power for or in connection with any of the purposes mentioned in this Part to quarry and get stone sand gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials brick or tiles.

Liberty to use water.

6. Liberty and power for or in connection with any of the purposes mentioned in this Part to appropriate and use any streams water-courses springs or water in or upon the said lands and to divert stop up or dam any such stream or water-course and collect or impound any water and to make construct and maintain any water-courses culverts drains and reservoirs but not so as to deprive any cultivated lands villages buildings or watering places for live-stock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs.

Liberty to use land for stacking.

7. Liberty and powers to enter upon and use a sufficient part of the surface of the said lands adjacent to any pits or works for the purpose of stacking heaping or depositing thereon any produce of the mines or works carried on and any earth materials substances dug or raised under the liberties and powers mentioned in this Part.

Liberty to make coke.

8. Liberty and power upon the said lands to convert into coke any coal produced from the said lands and to carry away such coke.

Liberty to take timber from reserved forest.

9. Liberty and power for or in connection with any of the purposes mentioned in this Part to fell cut and use any timber or trees now standing or which hereafter may be standing upon the reserved forest land included within the said lands provided that not more than _____ acres of such reserved forest land shall be cleared in any one year nor the same place oftener than once in every year and not more than _____ trees shall be felled in any one year and provided also that the exercise of the liberty and power expressed in this clause shall be subject to the observance of the terms and conditions following that is to say.

Part III.—Restrictions and conditions as to the exercise of the liberties powers and privileges in Part II.

1. No building or thing shall be erected set up or placed and no surface operations shall be carried on in or upon any public pleasure ground burning or burying ground or place held sacred by any class of persons or any house or village site public road or other place which the Local Government may determine on public grounds to bring within this restriction nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Secretary of State for works or purposes not included in this lease if any other land not so occupied is suitable and available for such surface operations.

No building, etc., upon certain places

2. Before using for surface operations any land which has not already been used for such operations the ^{lessee}~~leasee~~ shall give to the for the time being as the agent in that behalf of the Secretary of State 'two calendar months' previous notice in writing specifying the name or other designation the situation and the quantity of the land proposed to be so used and the purpose for which the same is required and such land shall not be so used and the purpose for which the same is required and such land shall not be so used if the said agent shall within two calendar months after the receipt by him of such notice state some objection to such user unless the objection or objections so stated shall on reference to the Local Government be annulled or waived by such Government.

No surface operations upon land not already used therefor unless after notice and unless no objections thereto.

3. Save as provided in clause 9 of Part II of this Schedule the ^{lessee}~~leasee~~ shall not without the express sanction of the Collector cut down to injure any timber or trees on the said lands but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorized by these presents.

[Except as provided in Part I] no timber to be cut without sanction of Collector.

Notwithstanding anything in this Schedule contained the ^{lessee}~~leasee~~ shall not enter upon any reserved forest included in the said lands without thirty days' previous notice in writing to the District Forest Officer nor without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as that officer may in his absolute discretion prescribe.

No reserved forest to be entered upon without sanction of District Forest Officer.

4. No mining operations or workings shall be carried on or permitted to be carried on by the ^{lessee}~~leasee~~ in or under the said lands at or to any point within a distance of 50 yards from any railway reservoir canal or other public works or any building or inhabited site shewn on the plan hereto annexed except with the previous permission in writing of the Governor General of India in Council or some officer authorized by him in that behalf or otherwise than in

No workings within 50 yards of public works, etc., except with previous permission.

accordance with such instructions restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 yards shall be measured in the case of a railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in the case of a building horizontally from the plinth thereof and for the purpose of this clause the expression "railway" shall have the same meaning as it is defined to have in the Railways Act, 1890, by section 3 (4) of that Act.

Part IV.—Liberties powers and privileges reserved to the Secretary of State.

1. Liberty and power for the Secretary of State of any lessee or person authorized by him in that behalf to enter into and upon the said lands and to search for win work dig get raise [convert] and carry away any other than the said minerals and any other substances and for those purposes to sink drive make erect construct maintain and use such pits shafts inclines drifts levels waterways airways water-courses drains reservoirs engines machinery plant buildings canals tramways railways roads ways and other works and conveniences as may be deemed necessary or convenient *provided* that in the exercise hereof no hindrance or interferences shall be caused to or with the liberties powers and privileges of the ^{lessee}~~lessee~~ under these presents and that fair compensation shall be made to the ^{lessee}~~lessee~~ for all loss or damage sustained by the ^{lessee}~~lessee~~ by reason or in consequence of the exercise hereof. Liberty to work other minerals.

2. Liberty and power for the Secretary of State and any lessee or person authorized by him in that behalf to enter into and upon the said lands and to make upon over or through the same any railways tramways or roads for any other than the purposes aforesaid and to get from the said lands stone gravel earth and other materials for making maintaining and repairing such railways tramways and roads or any existing railways tramways and roads and to go and repass at all times over or along any such railways tramways or roads for all purposes and as occasion may require. Liberty to make railways and roads.

Part V.—Rents and royalties reserved by this lease.

1. The ^{lessee}~~lessee~~ shall as from the _____ day of _____ 19____ during the subsistence of this lease pay to the Secretary of State the certain ^{Fixed}~~half-yearly~~ half-yearly rent of Rs. _____ on the _____ day of _____ and the _____ day of _____ in each year the first payment thereof ^{to be}~~having been~~ made on the _____ day of _____ 19____ in respect of which rent the ^{lessee}~~lessee~~ may in the half-year in respect of which the same is payable sell (convert) and carry away such aggregate quantity of the said minerals as at the rates in the next succeeding clause mentioned would produce royalties for that half-year equal

in amount to the said half-yearly rent but the said half-yearly rent shall be paid whether such quantity shall be sold (converted) and carried away or not.

2. The $\frac{\text{lessee}}{\text{lessor}}$ shall during the subsistence of this lease pay to the Sec. Royalties. retary of State on the day of and the day of in each year—

[royalty at the rate of 5 per cent of the sale value at the pit's mouth or 2 annas per ton whichever shall be the greater of all coal produced from the said lands which shall be sold upon the said lands or carried away therefrom or converted into coke thereon by the $\frac{\text{lessee}}{\text{lessor}}$ and at the rate of $2\frac{1}{2}$ per cent of the sale value at the pit's mouth or 1 anna per ton whichever shall be the greater of all coal-dust produced from the said lands which shall be sold upon the said lands or carried away therefrom [or, converted into coke thereon] by the $\frac{\text{lessee}}{\text{lessor}}$ during the half year preceding the said dates respectively in excess of the aggregate quantity which the $\frac{\text{lessee}}{\text{lessor}}$ $\frac{\text{is}}{\text{are}}$ authorized to sell convert and carry away in that half-year in respect of the said certain half-yearly rent *provided* that no royalty shall be payable in respect of any coal or coal-dust which may be actually consumed in the engines or furnaces or otherwise consumed in working the mines and works of the $\frac{\text{lessee}}{\text{lessor}}$ in or upon the said lands or supplied without charge to the managers agents and workman of the $\frac{\text{lessee}}{\text{lessor}}$ employed on the said lands nor shall such coal or coal-dust be taken into account in reckoning the quantity of coal which the $\frac{\text{lessee}}{\text{lessor}}$ $\frac{\text{is}}{\text{are}}$ authorized to sell convert and carry away in respect of the said certain half-yearly rent.]

[Royalty at the rate of 5 per cent of the sale value at the pit's mouth of all mica produced from the said lands which shall be sold upon the said lands or carried away therefrom by the $\frac{\text{lessee}}{\text{lessor}}$ during the half-year preceding the said dates respectively in excess of the quantity which the $\frac{\text{lessee}}{\text{lessor}}$ $\frac{\text{is}}{\text{are}}$ authorized to sell and carry away in that half-year in respect of the said certain half-yearly rent.]

[Royalty at the rate of $7\frac{1}{2}$ per cent of the profits on all produced from the said lands which shall be sold by the $\frac{\text{lessee}}{\text{lessor}}$ or at the option of the Local Government $2\frac{1}{2}$ per cent of the gross value of all produced from the said lands which shall be sold or carried away by the $\frac{\text{lessee}}{\text{lessor}}$ during the half-year preceding the said dates respectively in excess of the quantity which the $\frac{\text{lessee}}{\text{lessor}}$ $\frac{\text{is}}{\text{are}}$ authorized to sell and carry away in that half-year in respect of the said certain half-yearly rent.]

Surface rent.

3. The $\frac{\text{lessee}}{\text{lessor}}$ shall pay to the Secretary of State in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the $\frac{\text{lessee}}{\text{lessor}}$ under the authority of these presents rent at the rate of Rs. $\frac{\text{per annum per}}$ of the area so occupied or used and so in proportion for any area less than a $\frac{\text{per annum per}}$ during the period from the commencement of such occupation or user until the area shall cease to be so occupied or used and shall be restored to its original condition which rent shall be computed and shall be paid on each of the half-yearly dates hereinbefore appointed for payment of the said certain half-yearly rent *PROVIDED* that no such rent shall be payable in respect of the occupation or user of the area comprised in any roads or ways existing on the said lands at the commencement of the term of this lease.

Part VI.—Provisions relating to the Rents and Royalties.

Place of payment.

1. The rents and royalties mentioned in Part V of this Schedule shall be paid free from any deductions to the $\frac{\text{lessee}}{\text{lessor}}$ at or to such officer and at such other place as the $\frac{\text{lessee}}{\text{lessor}}$ shall from time to time appoint.

Average clause.

2. If in any half-year after the first 12 months of the said term the $\frac{\text{lessee}}{\text{lessor}}$ shall not sell [convert] and carry away such aggregate quantity of the said minerals as at the rates mentioned in clause 2 of Part V of this Schedule would produce royalties for that half-year equal in amount to the said certain half-yearly rent then and in such case the $\frac{\text{lessee}}{\text{lessor}}$ may in the next succeeding half-year sell [convert] or carry away such quantity of the said minerals as shall be required to make up the deficiency in such previous half-year without paying any rent or royalty in respect of the same other than the said certain half-yearly rent.

Mode of computation of royalty.

3. For the purpose of computing the said royalties the weight of the coal and coal-dust shall be ascertained at the time or respective times of the same being sold or despatched from the said lands or immediately before its conversion into coke as the case may be.

For the purpose of computing the said royalty the $\frac{\text{sale}}{\text{gross}}$ value of the $\frac{\text{sale}}{\text{gross}}$ shall be ascertained.

*For the purpose of computing the said royalty the profits on the
shall be deemed to be the amount by which
the revenue derived from the sale of such shall exceed the
expenditure in connection with the*

*of the same including the expenses
chargeable to the actual working and management of the mines and work
of the ^{lessee}_{lessee} during the period for which the royalty is to be computed.
But there shall not be taken into account any allowances for deprecia-
tion or amortization or the fees of any Directors save those Directors
who actually direct technical operations and are specifically designated
Managing Directors or any revenue or expenditure obtained or incurred
on account of share or capital transactions or by trading.*

Part VII.—The covenants of the ^{lessee}_{lessee}.

1. The ^{lessee}_{lessee} shall pay the rents and royalty reserved by this lease at the ^{lessee}_{lessee} times and in the manner provided in parts V and VI and shall also pay and discharge all taxes rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed upon or in respect of the mines or work of the ^{lessee}_{lessee} or any part thereof by authority of the Government of India or the Local Government or otherwise except demands for land revenue and shall also pay interest at the rate of per cent. per annum on all arrears of such rents or royalty from the date whereon the same ought to be paid under these presents. To pay rents, royalties, rate and taxes.

2. The ^{lessee}_{lessee} shall at the ^{lessor's}_{lessor's} own expense forthwith erect and at all ^{lessee}_{lessee} times maintain and keep in repair boundary marks and pillars along the bound- ^{lessee}_{lessee} aries of the said lands according to the demarcation shown in the plan hereto annexed. To erect boundary marks.

3. The ^{lessee}_{lessee} shall unless prevented by some unavoidable cause within one ^{lessee}_{lessee} year from the date of this lease start mining operations in the said lands to the satisfaction of the Local Government and shall unless prevented as aforesaid thereafter at all times during the continuance of this lease search for win ^{lessee}_{lessee} work and develop the said minerals without voluntary intermission in a skilful and workmanlike manner and upon the most approved principle without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon and shall not cultivate or use the said lands in any manner other than as authorized by these presents. To start operations within a year and to work continuously.

4. The ^{lessee}_{lessee} shall during the said term well and sufficiently secure and keep open with timber or other durable means all pits shafts and workings that ^{lessee}_{lessee} To secure pits and shafts.

may be made or used in the said lands and make and maintain sufficient fences round every such pit or shaft and also shall at all times during the said term keep all workings in the said lands except such as may be abandoned free from water and from foul air as far as possible.

To strengthen
and support
mines.

5. The ^{lessee}_{lessees} shall on notice from the Secretary of State strengthen and support to his satisfaction any part or parts of the mine when in his opinion such strengthening and support is needed for the safety of any railway reservoir canal or other public work or any building whether the said railway reservoir canal or other public work or other building shall be existing during the working of such part or parts of the mine already existing or shall be constructed after the said part or parts of the mine have been worked out. Such strengthening and support shall be made and done at the expense of the ^{lessee}_{lessees} if they are needed for the safety of any railway reservoir canal or other public work or other buildings as aforesaid already existing at the time of the working of the said part or parts of the mine by reason of the ^{lessee}_{lessees} having conducted mining operations within the limits prohibited by clause 4 of Part III of this schedule and in other cases at the expense of the Secretary of State.

To allow
inspection of
working.

6. The agents servants and workmen authorized by the Local Government in this behalf shall be at liberty at all reasonable times during the said term to inspect and examine all mines and works carried on by the ^{lessee}_{lessees} in or under the said lands and make surveys or plans thereof and *the ^{lessee}_{lessees} shall with proper persons employed by the ^{lessee}_{lessees} and acquainted with the mines and works effectually assist such agents servants and workmen in conducting every such inspection and shall afford them all information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Local Government as the result of such inspection or otherwise may from time to time see fit to impose in the interests of public health and safety.*

To report
accidents.

7. The ^{lessee}_{lessees} shall without delay send to the Collector or the Deputy Commissioner of the District a report of any accident which may at any time occur at or in the said lands or any pit shaft or working therein.

To report
disco very of
other minerals.

8. Whenever the ^{lessee}_{lessees} shall find in the said lands any mineral or product other than the said minerals the ^{lessee}_{lessees} shall immediately report such discovery in writing to the Collector or Deputy Commissioner of the District with full particulars of the nature and position of each find.

To keep books
of accounts
and furnish
abstracts, etc.

9. The ^{lessee}_{lessees} shall at all times during the said term keep or cause to be kept at an office to be situate upon or near the said lands correct and intelligible books of accounts upon such plan or principle and in such form as may

be approved of by the Local Government which books shall contain accurate entries showing from time to time (1) the quantity of the said minerals realized from the said lands [(2) the quantity of coal converted into coke] (3) the quantity of the said mineral sold and exported respectively (4) the quantity of the said minerals otherwise disposed of and the manner and purpose of such disposition (5) the prices and other particulars of all sales of the said minerals (6) the number of persons employed in the mines or works in or upon the said lands and (7) all such other facts particulars and circumstances as the Local Government may consider necessary for conveniently ascertaining the amount of the royalty from time to time payable under these presents and the ^{lessee}/_{lessor} shall also furnish free of charge to such officer and at such times as the Local Government may appoint true and correct abstracts of all or any of such books of account and such information and returns as to all or any of the matters aforesaid as the Local Government may prescribe and shall at all reasonable times allow such officers as the Local Government shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of account and to take copies thereof and make extracts therefrom.

10. The ^{lessee}/_{lessor} shall at all times during the said term cause to be made and kept at the said office correct and intelligible plans and sections of the mines in the said lands which plans and sections shall show as well the operations and workings carried on as also all views faults and other disturbances observed and encountered in such operations and workings and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of every period of twelve months and the ^{lessee}/_{lessor} shall furnish free of charge to the Local Government true and correct copies of such plans and sections whenever thereunto required. To keep plans of working.

11. The ^{lessee}/_{lessor} shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank sold exported [and converted into coke respectively] and shall at the close of each day cause the total weights ascertained by such means of the said minerals raised sold exported [and converted] during the previous twenty-four hours to be entered in the aforesaid books of account and will permit the Local Government at all times during the said terms to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the ^{lessee}/_{lessor}. To provide weighing machine.

To allow test
of weighing
machines.

12. The ^{lessee}~~lessee~~ shall allow any person or persons appointed in that behalf by the Local Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the Local Government may require that the same be adjusted repaired and put in order by and at the expense of the ^{lessee}~~lessee~~ and if such requisition be not complied with within fourteen days after the same shall have been made the Local Government may cause such weighing machine or weights to be adjusted repaired and put in order and the expense of so doing shall be paid by the ^{lessee}~~lessee~~ to the Local Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the Secretary of State such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

To pay com-
pensation for
injury to
third parties.

13. The ^{lessee}~~lessee~~ shall make and pay reasonable satisfaction and compensation for all damage or injury to person or property which may be done by or on the part of the ^{lessee}~~lessee~~ in exercise of the liberties and powers granted by these presents and shall at all times save harmless and keep indemnified the Secretary of State from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage or injury.

Not to ob-
struct work-
ing of other
minerals.

14. The ^{lessee}~~lessee~~ will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Secretary of State and to the holders of prospecting licenses or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting working developing and carrying away the same.

Restrictions
on assign-
ment or
transfer.
(a) (a). This
wording is to
be used only
in cases of
leases of
reserved
minerals or of
minerals in
the North-
West Frontier
Province or
Baluchistan.

15. The ^{lessee}~~lessee~~ shall not assign this lease or transfer any interest here under, (a) without the previous sanction of the Local Government (a), to any person, company, or body not holding a certificate of approval under the rules prescribed by the Governor General of India in Council for the grant of prospecting licenses and mining leases (hereinafter in this Schedule

referred to as the said rules) or to any person company or body already holding solely or jointly with another or others a mining lease or mining leases or over an area amounting to 10 square miles or which with the area to be transferred would amount to more than 10 square miles of land within the territories administered by the Local Government *PROVIDED* that no assignment or transfer which would otherwise be valid shall be effectual unless within one calendar month after the date thereof the ^{lessee}/_{lessees} shall give notice thereof to the Collector specifying the date and the nature of the assignment or transfer and the name profession and residence of the assignee or transferee if an individual or the name and nature and place of business of the assignee or transferee if not an individual and unless within two calendar months after the date thereof the instrument of assignment or transfer shall be produced to the Collector and the sum of Rs. 50 shall be paid to the Collector as the fee for the registration thereof in his office.

16. The ^{lessee}/_{lessees} will at the expiration or sooner determination of the said terms deliver up to the Secretary of State all mines pits shafts inelines drifts ^{To deliver up minor, etc., in good order.} levels waterways airways and other works [now existing or] hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Local Government or in an ordinary and fair course of working) and all [engines machinery plant buildings structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all] engines machinery plant and fixtures set up by the ^{lessee}/_{lessees} below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Local Government have become disused) and all buildings and structures of brick or stone erected by the ^{lessee}/_{lessees} above ground level in good repair order and condition and fit in all respects for further working of the said minerals.

Part VIII.—The covenants of the Secretary of State.

1. The ^{lessee}/_{lessees} paying the rents and royalties hereby reserved and ^{For quiet enjoyment.} observing and performing all the covenants and agreements herein contained and on the part of the ^{lessee}/_{lessees} to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any lawful interruption from or by the Secretary of State or any person rightfully claiming under him.

2. If the ^{lessee}/_{lessees} shall be desirous of taking a renewed lease of the ^{To renew.} premises hereby demised for the further term of years from the expiration of the said terms hereby granted and of such desire shall prior,

to the expiration of such last mentioned term give to the ()
 six calendar months' previous notice in writing and shall pay the rents
 and royalties hereby reserved and observe and perform the several cove-
 nants and agreements herein contained and on the part of the ^{lessee}/_{lessors} to be
 observed and performed up to the expiration of the said term hereby
 granted the Secretary of State will upon the request and at the expense
 of the ^{lessee}/_{lessors} and upon his executing and delivering to the Secretary of
 State if required a counterpart thereof execute and deliver to the ^{lessee}/_{lessors}
 a renewed lease of the said premises for the further term of years at
 such rents not exceeding twice the rents hereby reserved and at such
 royalties as may be prescribed by the Government of India but otherwise
 upon the like terms and under and subject to the like covenants agree-
 ments as are contained in these presents other than this present covenant.

Part IX.—General Provisions.

Power
 of distress.

1. If any rent or royalty hereby reserved shall be in arrear or unpaid
 for the space of two calendar months next after the day whereon the same
 ought to be paid then (whether the same shall have been formally demanded
 or not) and so often as the same shall happen the Local Government on
 behalf of the Secretary of State may enter into and upon the said lands and
 may distrain all or any of the minerals mineral ore moveable engines machin-
 ery plant live and dead stock and other moveable property belonging to the
^{lessee}/_{lessors} which shall be found in or upon the same premises and may sell and
 dispose of the same and apply the proceeds thereof in or towards the satis-
 faction and payment of the rent or royalty which shall then be in arrear and
 all costs and expenses occasioned by the non-payment thereof or by such
 distress.

Power
 of re-entry.

2. If any rent or royalty hereby reserved shall be in arrear or unpaid
 for the space of six calendar months next after the day whereon the same
 ought to be paid (whether the same shall have been formally demanded or not)
 or if the ^{lessee}/_{lessors} shall commit any breach or act in contravention of any of the
 covenants and agreements contained in these presents and on the part of the
^{lessee}/_{lessors} to be observed and performed or if the ^{lessee}/_{lessors} shall fail (except owing to
 causes beyond the control of the ^{lessee}/_{lessors}) during two consecutive years of the
 said term to get from the said lands so much of the said minerals as at the
 rates of royalty hereinbefore mentioned would produce royalties for those
 years equal in amount to the said certain half-yearly rent payable during
 that period then and in any such case it shall be lawful for the Local Govern-
 ment on behalf of the Secretary of State at any time thereafter and although

advantage may not have been taken of some previous default of a like nature into and upon the said premises or any part thereof in the name of the whole to re-enter and thereupon this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Secretary of State in respect of any breach of any of the covenants and agreements contained in these presents or for the recovery of any rent or royalty remaining unpaid.

3. If the ^{lessee}~~lessee~~ shall at any time during the said term commit a breach of any covenant or agreement contained in these presents and on the part of the ^{lessee}~~lessee~~ to be observed or performed it shall be lawful for the Local Government as the consideration for the non-exercise of the power of re-entry contained in the last preceding clause hereof to receive from the ^{lessee}~~lessee~~ such penalty for the breach not exceeding four times the amount of the said certain half-yearly rent as the Local Government may fix.

Penalty for breach of covenant.

4. The ^{lessee}~~lessee~~ (having first paid and discharged the rents and royalties payable by virtue of these presents) may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 2 of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down take up and remove for the benefit of the ^{lessee}~~lessee~~ all or any engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the ^{lessee}~~lessee~~ in or upon the said lands and which the ^{lessee}~~lessee~~ is not bound to deliver up to the Secretary of State under clause 16 of Part VII of this Schedule and the Secretary of State shall not desire to purchase under the provisions of clause 5 of this Part and also all minerals and mineral ore won by the ^{lessee}~~lessee~~ under the authority of these presents and then remaining in or upon the said lands making reasonable compensation for all damage done to the said lands by such removal.

Power to lessee to remove property.

5. If at the expiration or sooner determination of the said term the Secretary of State shall desire to purchase all or any of the engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the ^{lessee}~~lessee~~ in or upon the said lands and which the ^{lessee}~~lessee~~ is not bound to deliver up under clause 16 of Part VII of this Schedule and if such desire shall be signified by a notice in writing given to the ^{lessee}~~lessee~~ by the Collector six calendar months before the expiration or sooner determination of the said term or if this lease shall be determined under clause 2 of this Part at any time within three calendar months after such determination then and in such case the articles and things specified in such

Power to Secretary of State to purchase property.

notice shall not be removed by the ^{lessee}_{lessees} but shall be purchased by the Secretary of State at a price equivalent to the cost of the same at the time of their erection upon the said lands after deducting from such cost a sum equal to ^{per cent.} thereof for every year which shall have elapsed since that time.

Forfeiture of property left for more than six months after determination of case.

6. If at the expiration of six calendar months after the expiration or sooner determination of the said term there shall remain in or upon the said lands any engines machinery plant buildings structures tramways railways and other works erections and conveniences or minerals or mineral ores or other property which the ^{lessee is}_{lessees are} entitled to remove from the said lands the same shall if not removed by the ^{lessee}_{lessees} within one calendar month after notice in writing requiring their removal be given to the ^{lessee}_{lessees} by the Collector be deemed to become the property of the Secretary of State and may be sold or disposed of for the benefit of the Secretary of State in such manner as he shall deem fit without liability to pay any compensation or to account to the ^{lessee}_{lessees} in respect thereof.

Power to surrender.

7. The ^{lessee}_{lessees} may at any time determine this lease by giving not less than twelve calendar months' notice in writing to the Collector and upon the expiration of such notice and provided the ^{lessee}_{lessees} shall upon such expiration render and pay all rents royalties compensation for damage and other moneys which may then be due and payable under these presents to the Secretary of State or any other person or persons and shall deliver up these presents to the Collector then this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Secretary of State in respect of any breach of any of the covenants or agreements contained in these presents.

8. If at any time during the continuance of this demise the said mines and works shall become destroyed or rendered substantially and permanently unfit for the purposes of this demise by fire tempest or flood or violence of any army or mob or other irresistible force these presents shall at the option of the ^{lessee}_{lessees} be void provided that if the injury be occasioned by the wrongful act or default of the ^{lessee}_{lessees} or the servants of the ^{lessee}_{lessees} the ^{lessee}_{lessees} shall not be entitled to the benefit of this provision. And provided also that if this lease shall become void for or by reason of any of the causes aforesaid it shall be without prejudice to the rights and remedies of the Secretary of State under or by virtue of these presents for the recovery of any rent or royalty which may then remain unpaid or in respect of any breach which may have been committed of any of the covenants herein contained on the part of the ^{lessee}_{lessees}.

9. If any minerals not included in this lease shall during the said term be discovered by the ^{lessee}_{lessee} within the said lands and if no mining lease shall then be held by any other person in respect of the same the ^{lessee}_{lessee} shall during the twelve calendar months next succeeding the discovery thereof have (1) in the case of minerals other than precious stones (a) the option subject to the said rules of taking a mining lease in accordance with the said rules in respect of such minerals over so much of the said lands as the ^{lessee}_{lessee} may desire and (b) the right to win work and carry away any of such minerals not being reserved minerals within the meaning of the said rules on payment therefor to the Secretary of State of such royalty not being less than 20 per cent of the value of such minerals as the Local Government may prescribe or (2) in the case of precious stones the right to the first offer of such mining lease in respect of such precious stones as the Governor General in Council may think fit to grant.

10. Every notice by these presents required or authorized to be given to the ^{lessee}_{lessee} may be given to such person resident on the said lands as the ^{lessee}_{lessee} may appoint for the purpose of receiving such notices or if there shall be no such person then to any person in the employ of the ^{lessee}_{lessee} who may be found upon the said lands or if no such person be found then the same may be left at the said office of the ^{lessee}_{lessee} upon the said lands or affixed in a conspicuous position upon some building or erection in the occupation of the ^{lessee}_{lessee} upon the said lands.

11. In these presents the expression "the Collector" shall mean the Revenue Officer in charge of the district within which the said lands are situate and the expression "the Local Government" shall mean the Local Government or Chief Commissioner as the case may be within whose administrative jurisdiction the said lands are situate or any delegate of such Local Government or Chief Commissioner.

12. If and whenever any question or dispute shall arise in regard to the construction meaning or effect of these presents or any clause or thing herein contained or in regard to the manner or sufficiency of the observance or performance by the ^{lessee}_{lessee} of any covenant or agreement herein contained or in regard to the mode of working of the said minerals or the maintenance or condition of any works in or upon the said lands or in regard to any valuation to be made under these presents or in regard to the amount or payment of any rent royalty compensation or other money payable by the ^{lessee}_{lessee} or in regard to any other matter or things relating to or arising out of these presents, such question or dispute shall be determined by the Local Government whose decision thereon shall be final and binding on the parties hereto.

Signed by—

[name and designation.]

for and on behalf of the

acting in the premises for and on behalf
of the Secretary of State for India in
Council in the presence of

(1) This clause is to be used where the lease is granted to one or more individuals (the name of the constituted attorney being filled in if the lease or leases do not sign personally).

(1) Signed by the abovenamed

(by ^{his} attorney

in the presence of

(2) This clause is to be used where the lease is granted to a registered company and if the signature is by an agent or attorney the appropriate designation should be inserted in place of the word "director".

(2) Signed in the name and on behalf
of the abovenamed

by
director of the said Company in the
presence of

(3) This clause is to be used where the lease is granted to an unincorporated syndicate.

(3) Signed in the name and on behalf
of the abovenamed

by their authorized agent
in the presence of

(4) This clause is to be used where the lease is granted to a private firm (the name of the attorney or agent being filled in if the signature is not by a partner in the firm).

(4) Signed by the abovenamed

(by their ^{attorney} agent

in the presence of

MODEL FORM OF PROSPECTING LICENSE.

Instrument of license made this _____ day
 of 19 ____ Between the Secretary of State for India in Council hereinafter
 referred to as "the Secretary of State" (which expression shall where the con-
 text admits be deemed to include his successors in office and assigns) of the
 one part

(1)

and

of

[name of person]

[address and occupation]

(1) — (1) This
 wording is to
 be used where
 the license is
 granted to
 one indivi-
 dual.

hereinafter referred to as "the licensee" (which expression shall where the
 context so admits be deemed to include his heirs executors administrators re-
 presentatives and permitted assigns) (1)

(2)

and

of

and

of

and

of

[name of person]

[address and occupation]

[name of person]

[address and occupation]

[name of person]

[address and occupation]

(2) — (2) This
 wording is to
 be used where
 the license is
 granted to
 more than one
 individual.

hereinafter referred to as "the licensees" (which expression shall where the
 context so admits be deemed to include their respective heirs executors admi-
 nistrators representatives and their permitted assigns) (2)

(3)

and

[name of company]

Limited

incorporated in

[country]

and having its registered office at

[address]

hereinafter referred to as "the licensee" (which expression shall where the
 context so admits be deemed to include its permitted assigns) (3)

and (4) the unincorporated body called

[name of syndicate]

having their principal

place of business at

[address]

hereinafter referred to as "the licensees" (which expression shall where the
 context so admits be deemed to mean and include the persons or corporations
 who for the time being may be members of and the permitted assigns of

[name of syndicate]

) (4)

and (5) the firm of

[name of firm]

having their principal place of business at

[address]

hereinafter referred

to as "the licensees" (which expression shall where the context so admits be

(3) — (3) This
 wording is to
 be used where
 the license is
 granted to
 registered
 company.

(4) — (4) This
 wording is to
 be used where
 the license is
 granted to an
 unincorporat-
 ed Syndicate

(5) — (5) This
 wording is to
 be used where
 the license is
 granted to a
 firm.

deemed to mean and include the persons who for the time being may be members of and the permitted assigns of

[name of firm]) (5)

of the other part

Whereas the ^{licensee}~~licensees~~ ^{has}~~have~~ applied to the Collector hereinafter referred to as the Collector (which expression if the context so admits shall be deemed to mean the holder of the office for the time being) of—in accordance with the rules prescribed by the Governor General of India in Council for the grant of licenses to prospect for minerals and of mining leases (hereinafter referred to as the said rules) for a license to prospect for

in the lands specified in Schedule A hereunder written and ^{has}~~have~~ deposited with the said Collector the sum of Rs. as the prescribed security in respect of such license and

^{has}~~have~~ paid to the said Collector the sum of Rs. as the prescribed fee in respect of such license and *whereas* the Collector has found that the ^{licensee is}~~licensees are~~ in possession of a valid certificate of approval and that there is no objection to the grant of such license *now these presents witness as follows:—*

I.—In consideration of the royalties covenants and agreements hereinafter reserved and contained and on the part of the ^{licensee}~~licensees~~ to be paid observed and performed the Secretary of State hereby grants and demises unto the ^{licensee}~~licensees~~ the sole right and license (subject to the reservations covenants and conditions hereinafter expressed and contained and especially to the covenants Nos. 9 and 10 in regard to any mineral or minerals specified in the said rules as reserved).—

- (1) to enter upon the lands described in the said Schedule A and to mine quarry bore dig search for win and work all or any ^{lying or} being within under or throughout the said lands without any interruption claim or disturbance from or by the Secretary of State or any other person or persons whomsoever
- (2) to carry away and dispose of the produce thereof to and for the use and benefit of the ^{licensee}~~licensees~~
- (3) for the purposes aforesaid to clear undergrowth and brushwood and (with the sanction of the Collector previously obtained in writing) to make and use any drains or water-courses on the said lands for clearing the ^{from any water which may flow or accumulate therein}
- (4) and with the like sanction to erect and bring upon the said lands all such temporary huts sheds and structures steam and other engines machinery and conveniences chattels and effects as shall

be proper and necessary for effectually carrying on the prospecting operations hereby licensed or for the workmen employed therein

Reserving nevertheless to the Secretary of State full power and liberty at all times to enter into and upon and to grant or demise to any person or persons whomsoever liberty to enter into and upon the said lands for all or any purposes other than those for which sole right and license are hereby expressly conferred upon the $\frac{\text{licensee}}{\text{licensees}}$ and particularly (and without hereby in any way qualifying such general power and liberty) to make on over or through the said lands such roads tramways and railways as shall be considered necessary or expedient for any purposes and to obtain from and out of the said lands such stone earth or other materials as may be necessary or requisite for making repairing or maintaining such roads tramways and railways and to pass and repass at all times over and along such roads tramways and railways for all purposes and as occasion shall require

TO HOLD the said right and license unto the $\frac{\text{licensee}}{\text{licensees}}$ from the date of these presents for the term of

PAYING therefor immediately on the expiration or sooner determination of the said term clear of all rates taxes charges and deductions royalty at the rates specified in Schedule B hereunder written on the minerals won and carried away by the $\frac{\text{licensee}}{\text{licensees}}$ during the said term under the powers hereby granted in excess of the respective quantities specified in Schedule C hereunder written which the $\frac{\text{licensee}}{\text{licensees}}$ shall be entitled to take free of royalty for the purposes of experiment or as specimens.

Covenants by licensee.

II.—The $\frac{\text{licensee}}{\text{licensees}}$ hereby $\frac{\text{covenants}}{\text{covenant}}$ with the Secretary of State as follows:—

- (1) Duly to pay the said royalty.
- (2) To work and carry on the operations hereby licensed in a fair orderly skilful and workmanlike manner and with as little damage as may be to the surface of the said lands and to the trees crops buildings structures and other property thereon.
- (3) Not to enter upon or commence prospecting in any reserve forest situate upon the said lands without *thirty* days' previous notice in writing to the District Forest Officer nor without obtaining the written sanction of that officer nor otherwise than in accordance with such conditions as that officer may in his absolute discretion prescribe.

- (4) Not to disturb the surface of any road without the written permission of the Collector nor without such permission to enter upon any public pleasure ground burning or burying ground or place held sacred by any class of persons or interfere with any right-of-way well or tank.
- (5) *Not to enter upon any land in the occupation of any person without the consent of the occupier nor without the consent of the owner thereof to cut or in any way injure any trees standing crops buildings huts structures or other property of any kind of the occupier of any land or any other person.*
- (6) Not to cut or injure any timber or tree on any unoccupied or reserved land without the written permission of the said Collector or officer by him appointed.
- (7) To make and pay reasonable satisfaction and compensation for all damage or injury which may be done in exercise of any of the powers conferred by this license and to indemnify and keep indemnified the Secretary of State against all claims or suits which may be made or brought by any person or persons in respect of any such damage or injury and all costs and expenses in connection therewith.
- (8) Whenever the said security deposit of Rs. or any part thereof or any further sum hereafter deposited with the Collector in replenishment thereof shall be forfeited or applied by the Collector pursuant to the power hereinafter declared in that behalf forthwith to deposit with the said Collector such further sum as may be sufficient with the unappropriated part thereof to bring the amount in deposit with the Collector up to the sum of Rs. .
- (9) To notify the Collector forthwith in writing of the discovery at any time or times of any mineral or minerals specified in the said rules as reserved.
- (10) In the event of the discovery of any mineral or minerals mentioned in clause (9) not to work such mineral or minerals, nor to assign this license or assign or transfer any interest hereunder without the previous written sanction of the Local Government within whose jurisdiction the said lands are situate.

(11) In any other case than that mentioned in clause (10) not to assign this license or assign or transfer any interest hereunder [^(a) without the previous written sanction of the Local Government within whose jurisdiction the said lands are situate ^(a)] to any person company or body not holding a valid certificate of approval under the said rules or to any person company or body already holding solely or jointly with another or others a mining lease or mining leases over 10 square miles of land within the territories administered by the Local Government in whose jurisdiction the said lands are situate provided that no assignment or transfer which would otherwise be valid shall be effectual unless within one calendar month after the date thereof the ^{licensee} ~~licensees~~ shall give notice thereof to the Collector specifying the date and the nature of the assignment or transfer and the name, profession and residence of the assignee or transferee if an individual or the name and nature and place of business of the assignee or transferee if not an individual and unless within two calendar months after the date thereof the instrument of assignment or transfer shall be produced to the Collector and the sum of Rs. 50 shall be paid to the Collector as the fee for the registration thereof in his office.

(12) *At least in every and as many other times as occasion may require well and truly to measure or weigh or cause to be measured or weighed upon some part of the said lands all minerals from time to time won from the said lands by the ^{licensee} ~~licensees~~ which may require to be measured or weighed for the purpose of ascertaining the royalty payable under these presents and to give days' previous notice in writing to the said Collector of every such measuring or weighing in order that he or some person on his behalf may be present thereat and not to take away from the said lands any minerals so won until the same shall have been measured or weighed as the case may be.*

(13) *To ascertain and verify in such manner as the said Local Government may from time to time prescribe the value of all precious stones and other minerals ores and metals from time to time won dressed or extracted by the ^{licensee} ~~licensees~~ which may require to be valued for the purpose of ascertaining the royalty payable under these presents.*

(a) — (a) This wording is to be used only in respect of minerals in the North-West Frontier Province or Baluchistan.

- (14) Upon the expiration or sooner determination of this license or the abandonment of the operations hereby licensed whichever shall first occur to remove at the licensee's own cost all buildings structures plant engines machinery implements utensils and other property and effects theretofore erected or brought by the licensee and then standing or being upon the said lands and also all minerals theretofore won by the licensee under the authority of these presents and then being upon the said lands PROVIDED that this covenant shall not apply to any part of the said lands which may be comprised in any mining lease granted to the licensee during the subsistence of this license.
- (15) Within six calendar months after the expiration or sooner determination of this license or the abandonment of the operations hereby licensed whichever shall first occur and at the cost of the licensee to plug securely all bores and to fill up or fence all holes and excavations made by the licensee in the said lands to such extent as the Collector may require and to the like extent to remove waste and rubbish upon the said lands and restore to their natural or original condition the surface of the said lands and all buildings and structures thereon not belonging to the licensee which stood thereon prior to the date hereof and which may have been damaged or injured by the licensee in the course of any operations hereby licensed PROVIDED that this covenant shall not apply to any part of the said lands which may be comprised in any mining lease granted to the licensee during the subsistence of this license nor to any disturbance of the surface or damage or injury in respect whereof the Collector shall be satisfied that proper compensation has been made by the licensee.
- (16) At any time within the period mentioned in the last preceding covenant if so required by the Collector to disclose to the Collector all information acquired by the licensee in the course of any operations under this license regarding the minerals contained in or under or the geological formation of any part of the said land which shall not be comprised in any mining lease granted to the licensee during the subsistence of this license.

Powers of Government.

III.—It is hereby agreed as follows :—

- (1) If the licensee
licensees at any time shall fail to observe or perform or shall act in contravention of any or all of the covenants on the part of the licensee
licensees hereinbefore contained then and in any such case and notwithstanding the waiver of any previous default of the like nature the Collector may by notice in writing delivered to the licensee
licensees or left upon the said lands declare this license to be determined and thereupon this license and all rights and powers conferred hereby upon the licensee
licensees shall cease without prejudice however to the rights and remedies of the Secretary of State in respect of any breach or non-performance or non-observance of any of the covenants hereinbefore contained and except in respect of the covenants on the part of the licensee
licensees and stipulations to be performed or to have effect after the determination of this license or after the abandonment of the operations hereby licensed.

Upon any occasion on which notice declaring this license to be determined may be given as aforesaid the Collector in lieu of giving such notice may by notice in writing delivered or left as aforesaid declare the said deposit of Rs. or any part thereof or any further sum deposited under the licensee
licensees covenant in that behalf hereinbefore contained to be forfeited to the Secretary of State and the amount so declared to be forfeited shall thereupon become the absolute property of the Secretary of State unless the Local Government on reference made to it by the licensee
licensees within thirty days next after the delivery or leaving of such notice shall otherwise determine.

- (2) The Collector may from time to time appropriate and apply the said deposit of Rs. or any part thereof or any further sum deposited under the licensee's
licensees covenant in that behalf hereinbefore contained in or towards payment or satisfaction of any claims to compensation which may be made by any person or persons against the licensee
licensees and the Secretary of State in respect of any damage or injury done by the licensee
licensees in exercise of any of the powers conferred by this license and in or towards payment of any damages costs and expenses which may become

payable as the result of or in connection with any suits or proceedings which may be instituted against the Secretary of State in respect of any such damage or injury and also in or towards payment of the expenses of the carrying out or performance of any works or matters which the Licensee shall fail to carry out or perform after the determination of this license or the abandonment of the operations hereby licensed in accordance with the covenant in that behalf hereinbefore contained.

- (3) If any buildings structures plant engines machinery implement utensils or other property or effects or any minerals which ought to be removed by the Licensee from the said lands in accordance with the covenant in that behalf hereinbefore contained be not so removed within one calendar month after notice in writing requiring their removal shall have been delivered to the Licensee by the said Collector or left by him upon the said lands the same shall be deemed to become the property of the Secretary of State and may be sold or disposed of for the benefit of the Secretary of State in such manner as he shall deem fit without liability to pay any compensation or to account to the Licensee in respect thereof.

- (4) If any of the works or matters which in accordance with the covenant in that behalf hereinbefore contained are to be carried out or performed by the Licensee within six calendar months after the expiration or sooner determination of this license or the abandonment of the operations hereby licensed be not so carried out or performed the Secretary of State may cause the same to be carried out or performed and the Licensee shall pay to the Secretary of State on demand all expenses which shall be incurred in such carrying out or performance of the same.

IV.—(1) During the subsistence of this license the Licensee shall have the right subject to compliance with the said rules to a mining lease in accordance with the said rules in respect of,

over so much of the said lands as the Licensee may desire and the said Local Government shall think fit to grant and to the first offer of such mining lease in respect of

within the said lands as the Governor General in Council may think fit to grant:

- (2) If during the term hereby granted the licensee
licensees shall apply in accordance with the said rules for a mining lease of the said lands or any part thereof this license shall upon the expiration by effluxion of time of the term hereby granted if the licensee
licensees shall by notice in writing to the said Collector so require be extended for a further term to end either on the date on which such lease shall be granted or on such other date as the said Collector shall in his discretion prescribe.
- (3) If upon the expiration by effluxion of time of the term hereby granted the said Collector shall be satisfied that the licensee ^{has}
licensees ^{have} been prevented by causes beyond the control of the licensee
licensees from fully prospecting the said lands this license shall if the licensee
licensees shall by notice in writing to the said Collector so require and subject to the payment by the licensee
licensees of the fees prescribed by the said rules for the renewal thereof be renewed for such further term not exceeding two years as the licensee
licensees may desire which renewed license shall contain the like covenants and stipulations in all respects as are herein contained with the exception of the present clause.
- (4) On such date within six calendar months after the determination of this license as the said Collector shall elect the amount then remaining in deposit with the said Collector and not required by the said Collector to be applied to any of the purposes in the last preceding clause mentioned shall be refunded to the licensee
licensees or if the licensee
licensees shall have obtained a mining lease of the said lands or any portion thereof be retained at the credit of the licensee
licensees on account of the rents and royalties or deposit money to become payable under such lease.

Arbitration clause.

- (5) If and whenever any dispute or question shall arise regarding the construction meaning or effect of these presents or the rights powers liabilities or duties of the licensee
licensees hereunder or as to the amount or payment of any royalty or other money payable by virtue hereof or otherwise however in relation to these presents such dispute or question shall be referred to the said Local Government whose decision thereon shall be final and binding on the parties hereto.

IN WITNESS WHEREOF these presents have been executed in manner hereunder appearing the day and year first above written :—

Here insert description of lands with area, boundaries, names of district, sub-district, thana, etc., and cadastral survey numbers, if any.

Schedule A.

Here insert the rates of royalty.

Schedule B.

Here insert the quantities which may be taken free of royalty.

Schedule C.

Signed by—

[name and designation]

for and on behalf of the

acting in the premises for and on behalf of the Secretary of State for India in Council in the presence of

(*) This clause is to be used where the license is granted to one or more individuals (the name of the constituted attorney being filled in if the licensee or licensees do not sign personally).

(1) Signed by the abovenamed

(by $\frac{\text{his}}{\text{their}}$ attorney

) in the presence of

(*) This clause is to be used where the license is granted to a registered company and if the signature is by an agent or attorney the appropriate designation should be inserted in place of the word "director".

(2) Signed in the name and on behalf of the abovenamed

by director of the said Company in the presence of

(3) Signed in the name and on behalf on the abovenamed

by their authorized agent

in the presence of

(4) Signed by the abovenamed

(by their attorney
agent

in the presence of

(3) This clause is to be used where the license is granted to an unincorporated syndicate.

(4) This clause is to be used where the license is granted to a private firm (the name of the attorney or agent being filled in if the signature is not by a partner in the firm).

FORM OF AGREEMENT FOR USE WHEN SANCTION IS GIVEN TO THE WORKING
OF RESERVED MINERALS UNDER A PROSPECTING LICENSE.

An AGREEMENT dated _____ and made
between THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called
the Secretary of State which expression shall be deemed to include his
successors in office and assigns) of the one part and
[hereinafter called the Licensee(s) which expression shall where the context
so admits or implies be deemed to include his (respective) heirs executors
administrators and
assigns] of the other part whereas by virtue of a License (hereinafter called
the License) dated _____
and made between the Secretary of State and the Licensee (s) (A)
[and now vested by transfer in the Licensee (s)] the Licensee (s) is en-
titled to search for and work the mines and minerals therein mentioned for
the term and subject to the payment of the rent and royalties and the obser-
vance and performance of the Licensees covenant and conditions in the License
reserved and contained including covenants to notify the Collector of
forthwith of the discovery of any mineral or minerals specified in the Mining
Rules as reserved and not to work such mineral or minerals without the
previous sanction of the Local Government and whereas the Licensee (s)
has in accordance with the said last mentioned covenants notified the said
Collector of the discovery of such a mineral as last aforesaid and has applied
for the sanction of the Local Government to the working of such reserved
mineral (s) AND WHEREAS the said Local Government have granted such sanction
upon condition of the Licensee (s) entering into an agreement in and
containing the terms and conditions hereinafter set forth.

(A) Where the agreement is entered into by the original Licensee draw a line through the blank and strike out the words in brackets.

Where there has been a previous transfer strike out the words "the Licensee (s)" here and fill in the name of the original Licensee in the blank.

NOW IT IS HEREBY AGREED AS FOLLOWS :—

1. (a) The Licensee (s) shall at all times during the subsistence of the License remain or be a British subject or subjects or a British Company or Corporation registered, incorporated or established in British India or the United Kingdom or some other part of His Majesty's dominions and of which at all times during the subsistence of the License the Chairman or President or other person occupying that or any similar position (if any) and the Managing Director (if any) and a majority of the other Directors (if any) shall be a British subject or British subjects and the Managing Agent, Secretaries or Secretary (if any) shall be a firm of which every member is a British subject an individual who is a British subject or a Company in every respect answering the description and satisfying the conditions last hereinbefore contained and laid down as those to which the Company itself must as a licensee conform.

(b) The Local General Manager and not less than _____ per cent of the local staff employed by the Licensee shall be a British subject or British subjects and neither the Licensee nor the said mines and minerals shall at any time during the subsistence of the License be or become directly or indirectly controlled or managed by any person or persons who is not a British subject or subjects or a Company in every respect answering to the description and satisfying the conditions last hereinbefore mentioned.

2. Any alteration in the Memorandum or Articles of Association, or in the constitution of the Licensee(s) being a company or corporation shall be reported to the Local Government provided that two months' previous notice of any intention or proposal to make any alteration which might conceivably affect the British status or character of the Licensee (s) shall be given in writing to the Local Government and its consent obtained thereto before it is made and if and whenever any alteration of that nature is made in the Memorandum or Articles of Association or in the constitution of the Licensee(s) without the written consent of the Local Government or if, and whenever, there shall be any failure to comply with any of the provisions in this clause the Licensee(s) shall be deemed to have committed a breach or act in contravention of the covenants and conditions contained in the said License and by ^{him}_{them} to be observed and performed. PROVIDED ALWAYS that the consent of the Local Government shall not be refused to any such alteration as aforesaid in the Memorandum and Articles of Association or the constitution of the Licensee (s) unless in its opinion it shall be contrary to the cardinal principle laid down by Government in respect of the said minerals, that is to say that the Licensee (s) shall be and remain British subjects or a British Company under British control.

3. The Secretary of State shall have the right (to be exercised by notice in writing to the Licensee(s) under the hand of a Secretary to Government) of pre-emption of the said minerals [(and all products thereof lying upon the land specified in the license or elsewhere under the control of the Licensee(s)] and the Licensee(s) shall, with all possible expedition and so as to avoid demurrage on the vessels engaged to convey the same, deliver all minerals or products of minerals purchased by the Secretary of State under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.

4. Should the right of pre-emption conferred by the immediately preceding provision be exercised and a vessel chartered to carry the minerals or products thereof purchased on behalf of the Secretary of State thereunder be detained on demurrage at the port of loading, the Licensee(s) shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the Secretary of State shall be satisfied that the delay is due to causes beyond the control of the Licensee(s).

5. The price to be paid for all minerals or products of minerals taken in pre-emption by the Secretary of State in exercise of the right hereinbefore conferred shall be the fair market price for the time being to be determined in default of agreement by arbitration in manner in the said License provided, PROVIDED THAT to assist in arriving at the said fair market price the Licensee(s) shall if so required furnish to the Local Government for the confidential information of the Secretary of State particulars of the quantities, description and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Secretary of State original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

6. On the occasion of a state of emergency, of which the Secretary of State shall be the sole judge, the Licensee (s) shall on such notice as last aforesaid requiring ^{him}_{them} so to do use ^{his}_{their} utmost endeavours to increase the supply to or for the Secretary of State of the minerals or products thereof purchased by him as aforesaid to the extent specified in such notice.

In the event of war or on the occasion of a state of emergency of which the Secretary of State shall be the sole judge, the Secretary of State may forthwith after such notice as last aforesaid of his intention so to do take possession or assume control of the works, plant and premises of the Licensee(s) at or and in connection with the said mines and the Licensee(s) shall

conform to and obey all directions given by or on behalf of the Secretary of State regarding the use or employment of such works plant and premises PROVIDED THAT fair compensation which in default of agreement shall be determined by arbitration in manner in the said License provided, shall be paid to the Licensee (s) for all loss or damage sustained by ^{him}~~them~~ by reason or in consequence of the exercise of the powers conferred by this clause.

—AS WITNESS, &c.

FORM OF AGREEMENT FOR USE IN CONNECTION WITH THE TRANSFER OF A
LICENSE FOR WORKING RESERVED MINERALS.

AN AGREEMENT dated _____ and made between THE SECRETARY OF STATE FOR INDIA IN COUNCIL (hereinafter called the Secretary of State which expression shall be deemed to include his successors in office and assigns) of the one part and _____ [hereinafter called the Transferee (s) which expression shall where the context so admits or implies be deemed to include ^{his}~~their~~ (respective) heirs, executors, administrators and assigns] of the other part WHEREAS by virtue of (a License) (hereinafter called the License) dated _____ and made between the Secretary of State and (A)

(A) Name of original Licensee.

(B) If there has been no previous transfer strike out the words in brackets here. If there has been a previous transfer fill the name of the holder in the blank within the brackets.

(B) [and now vested by transfer in _____] hereinafter called the Licensee(s) and of the sanction of the Local Government given in pursuance of the provisions of the License to that end the Licensee (s) ^{is}~~are~~ entitled to search for and work the mines and minerals therein mentioned (including ^{a mineral}~~minerals~~ specified in the Mining Rules as reserved) for the term and subject to the payment of the rent and royalties and the observance and performances of the Licensees covenants and conditions in the License reserved and contained including a covenant not to assign the License or any interest thereunder without the previous sanction of the Local Government AND WHEREAS the Licensee (s) ^{is}~~are~~ desirous of transferring and assigning the License to the Transferee (s) and the Local Government have at the request of the Licensee(s) granted such sanction upon condition of the Transferee(s) entering into an agreement in and containing the terms and conditions hereinafter set forth.

NOW IT IS HEREBY AGREED AS FOLLOWS :—

- (1) (a) The Transferee (s) shall at all times during the subsistence of the License remain or be a British subject or subjects or a British Company or Corporation registered incorporated or establishment in British India or the United Kingdom or some other part of His Majesty's dominions and of which

at all times during the subsistence of the License the Chairman or President or other person occupying that or any similar position (if any) and the Managing Director (if any) and a majority of the other Directors (if any) shall be a British subject or British subjects and the Managing Agents or Managing Agent Secretaries or Secretary (if any) shall be a firm of which every member is a British subject an individual who is a British subject or a Company in every respect answering the description and satisfying the conditions last hereinbefore contained and laid down as those to which the Company itself must as a licensee conform.

(b) The Local General Manager and not less than _____ per cent of the local staff employed by the Transferee shall be a British subject or British subjects and neither the License nor the said mines and minerals shall at any time during the subsistence of the License be or become directly or indirectly controlled or managed by any person or persons who is not a British subject or subjects or a Company in every respect answering to the description and satisfying the conditions last hereinbefore mentioned.

(2) Any alteration in the Memorandum or Articles of Association, or in the constitution of the Transferee(s) being a Company or Corporation shall be reported to the Local Government provided that two months' previous notice of any intention or proposal to make any alteration which might conceivably affect the British status or character of the Transferee(s) shall be given in writing to the Local Government and its consent obtained thereto before it is made and if and whenever any alteration of that nature is made in the Memorandum or Articles of Association or in the constitution of the Transferee (s) without the written consent of the Local Government or if, and whenever, there shall be any failure to comply with any of the provisions in this clause the Transferee(s) shall be deemed to have committed a breach or act in contravention of the covenants and conditions contained in the said License and by ^{him}~~them~~ to be observed and performed. PROVIDED ALWAYS that the consent of the Local Government shall not be refused to any such alteration as aforesaid in the Memorandum and Articles of Association or the constitution of the Transferee(s) unless in its opinion it shall be contrary to the

cardinal principle laid down by Government in respect of the said reserved minerals, that is to say that the Transferee (s) shall be and remain British subject or a British Company under British control.

- (3) The Secretary of State shall have the right (to be exercised by notice in writing to the Transferee (s) under the hand of a Secretary to Government) of pre-emption of the said minerals (and all products thereof) lying upon the land specified in the License or elsewhere under the control of the License and the Transferee(s) shall, with all possible expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same, deliver all minerals or products of minerals purchased by the Secretary of State under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.
- (4) Should the right of pre-emption conferred by the immediately preceding provision be exercised and a vessel chartered to carry the minerals or products thereof purchased on behalf of the Secretary of State thereunder be detained on demurrage at the port of loading, the Transferee (s) shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the Secretary of State shall be satisfied that the delay is due to causes beyond the control of the Transferee (s).
- (5) The price to be paid for all minerals or products of minerals taken in pre-emption by the Secretary of State in exercise of the right hereinbefore conferred shall be the fair market price for the time being to be determined in default of agreement by arbitration in manner in the said License provided. PROVIDED THAT to assist in arriving at the said fair market price the Transferee (s) shall if so required furnish to the Local Government for the confidential information of the Secretary of State particulars of the quantities, descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Secretary of State original or authenticated copies of contracts and charter parties entered into for the sale or freighting of such minerals or products.

- (6) On the occasion of a state of emergency, of which the Secretary of State shall be the sole judge, the Transferee(s) shall on such notice as last aforesaid requiring $\frac{\text{him}}{\text{them}}$ so to do use $\frac{\text{his}}{\text{their}}$ utmost endeavours to increase the supply to or for the Secretary of State of the minerals or products thereof purchased by him as aforesaid to the extent specified in such notice.

In the event of war or on the occasion of a state of emergency of which the Secretary of State shall be the sole judge, the Secretary of State may forthwith after such notice as last aforesaid of his intention so to do take possession or assume control of the works, plant and premises of the Transferee(s) at or and in connection with the said mines and the Transferee(s) shall conform to and obey all directions given by or on behalf of the Secretary of State regarding the use or employment of such works plant and premises. PROVIDED THAT fair compensation which shall be determined in default of agreement by arbitration in manner in the said License provided shall be paid to the Transferee(s) for all loss or damage sustained by $\frac{\text{him}}{\text{them}}$ by reason or in consequence of the exercise of the powers conferred by this clause.

AS WITNESS, ETC.

(iv) Rules for the collection and removal of stones, etc.

The following rules are prescribed for the collection and removal of stones, river sand, limestone, etc., from waste lands.

1. Application for the collection and removal of stones, sand, etc., required for private use, shall be submitted to the tahsildar or other superior officer in immediate charge of the waste land concerned, or to the Collector or Subdivisional Officer to whom he is subordinate.

2. Such applications shall state approximately the quantity of each kind of material required.

3. The material will be removed from such sites only as have been selected by the tahsildar or other superior officer with the approval of the Collector and the permit to be granted for the purpose shall be drawn up in Form No. 52.

4. The rates to be levied shall be determined in each case by the Collector subject to the approval of the Commissioner in accordance with existing market rates and local circumstances.

5. The material shall be stored at convenient places for measurement and check by the tahsildar or other responsible officer not below the rank of Kanungo.

APPENDIX V.—FORMS.*

* *N.B.*—Civil Account Code Forms are not included.

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[Rules 1 & 3.]

FORM No. 1.

DEPT REGISTER OF RECEIPTS AND DISPOSALS OF TIMBER, ETC.

Depdt number.	Name of purchaser.	Date of receipt.	Description of produce.	Number of			Marks.	Date of passing by Check Officer.	Measurement.			Date of removal.	Remarks.
				Permit.	Trea.	Log.			Length.	Girth or scantling.	Cable feet.		
1	2	3	4	'6	0	7	B	0	10	11	22	13	14

[Rules 16 & 62.]

FORM No. 2.

FOREST DEPARTMENT, PUNJAB, CHAMBA DIVISION.

Receipts and Issues of Timber and other Produce in Depôts during the month of June 1884.

Name of Depôt.	Description of Produce.	On hand 1st June 1884.		Received during the month.			Total.		Disposed of during the month.			Balance on 30th June 1884.		Remarks.
		No. or quantity.	Cable feet.	When received.	No. or quantity.	Cable feet.	No. or quantity.	Cable feet.	How disposed of.	No. or quantity.	Cable feet.	No. or quantity.	Cable feet.	
1	3	3	1	5	6	7	8	9	10	11	12	13	14	15
Kalotop, Com- partment No. 24.	Oak trees...	...	...	Windfall ...	1	47	1	47	Sawn into nine scant- lings.	1	18	...	...
Ditto ...	Oak scant- lings.	...	...	By conversion	9	18	9	18	Loss in con- version.	...	29	...	...
Kalotop Sale Depôt.	Ditto ...	...	...	Kalotop Forest	9	18	9	18	Sent to Kal- top Sale Depôt.	9	18	...	...
									Sold	...	18	...	...

CHAMBA :

The 5th July 1884.

_____,
Deputy Conservator of Forests,
Chamba Division.

FORM No. 3.

[Rules 6, 49 and 62.]

FOREST DEPARTMENT, BENGAL, DARJEELING DIVISION.

Sales during the month of June 1884 of Timber and other Produce cut and collected by Government Agency.

Place of Sale.	Budget subhead.	Description of Produce.	No. or quantity.	Cable feet.	Rate.	Total amount of sale.	Amount actually paid.	Number of logs and pieces, etc., removed.	Number sold, but remaining unremoved.	Remarks.
1	2	3	4	5	6	7	8	9	10	11
<i>Sold from Sale Depôts.</i>										
Darjeeling Depôt	1a	Oak scantling	30	150	Rs. 1 per c. ft.	150 0 0	Rs. a. p.	90	100 mds.	
1 into	1b	Firewood, mds.	610	...	Rs. 25 per cent.	150 0 0	...	500 mds.		
Gomphar Depôt	1b	Charcoal, mds.	200	...	Rs. 1 per md.	200 0 0	200 0 0	200 "		
Ditto	1c	Bamboos	2,500	...	Rs. 2 per cent.	50 0 0	50 0 0	2,500		
Ditto	111	Confiscated rubber, seers.	28	...	Auction	20 0 0	20 0 0	38 seers.		
<i>Sold from Forest Depôts.</i>										
Poobong block.	1a	Oak log	1	80	As. 8 per c. ft.	40 0 0	...	1		
Ditto	1a	Chestnut logs	14	560	As. 8 do.	280 0 0	280 0 0	14		
Total						880 0 0	675 0 0	<i>Abstract of amount realized.</i>		
And—Outstandings due from previous months, as per Form No. 5						100 0 0	100 0 0	1a	Rs. a. p.	
Total						980 0 0	775 0 0	1b	380 0 0	
Deduct—Amount realized during the month						775 0 0		1c	325 0 0	
Balance outstanding on 30th June 1884, as per Form No. 5								1d	50 0 0	
								1e	...	
								1f	20 0 0	
						215 0 0		Total ...	775 0 0	

DARJEELING:

The 5th July 1884.

Deputy Conservator of Forests,
Darjeeling Division.

[Rules 1, 11, 49 & 62.]

FORM No. 4.

FOREST DEPARTMENT, BENGAL, DARRING DIVISION.

Revenue from Timber and other Produce cut, collected, and removed from the Forests by Consumers or Purchasers, including Pasture, during the month of June 1884.

Forest Range or Unit.	Forest or locality.	Produce removed.		Rate.	Amount of revenue.	Amount actually realized during the month.	Realized on the each budget sub-head.		Number and date of conveyance or realization of full returns etc.	Remarks.
		Description.	Number or quantity.				Amount.	Sub-head.		
1	2	3	4	5	6	7	8	9	10	11
Tulda Goomahar Do. Do. Do. Do.	Poomong block Poomong block Do. Do Chongtong block Poomong block	Chesnut trees Dry oak wood Oak trees Dry wood Bullocks, grass. Cane, perma...	1 500 c. ft. { 80 loads about 120 mds.) 150 10	Rs. 20 As. 8 Rs. 20 As. 2 As. 1 Rs. 0	Rs. 20 250 0 0 10 0 0 20 0 0 120 0 0 60 0 0 310 0 0	Rs. 20 250 0 0 10 0 0 20 0 0 120 0 0 60 0 0 310 0 0	Rs. a. p. ... 270 0 0 20 0 0 120 0 0 60 0 0 470 0 0	... ... IIa IIb IIc IIe	... ... ... ... ... ...
Adv—Outstandings due from previous months, as per Form No. 5		Total	...	...	10 0 0	...	Abstract of amount realized.		...	
Deduct—Amount realized during the month		Total	...	...	320 0 0	170 0 0	IIa	270 0 0	...	
Balance outstanding on 30th June 1884, as per Form No. 5		...	...	...	170 0 0	...	IIb	20 0 0	...	
		...	...	...	50 0 0	...	IIc	120 0 0	...	
		...	...	...	50 0 0	...	IId	60 0 0	...	
		...	...	...	50 0 0	...	IIe	60 0 0	...	
		...	...	...	50 0 0	...	Total	470 0 0	...	

DARRING :
The 5th July 1884.

Deputy Conservator of Forests,
Darrington Division.

FORM No. 5.

[Rules 12 & 62.]

FOREST DEPARTMENT, BENGAL, DARJEELING DIVISION.

Outstandings on account of Revenue for the month of June 1884.

Name.	Particulars.	Outstanding on 1st June 1884.	Items on which the revenue is not fully realized during the month.	Total.	Recoveries during the month.		Balances due to Department on 30th June 1884.	Budget sub-head.	Remarks.
					No. of items in Cash-book.	Amounts.			
1	2	3	4	5	6	7	8	9	10
Executive Engineer, Darjeeling Division.	Oak scantling ...	Rs. a. p. 100 0 0	Rs. a. p. 150 0 0	Rs. a. p. 250 0 0	2	Rs. a. p. 100 0 0	Rs. a. p. 150 0 0	Ia	
Ditto ...	1 oak log ...	...	40 0 0	40 0 0	...	...	40 0 0	Ix	
J. Jones, Esq. ...	600 rounds firewood.	...	150 0 0	150 0 0	3	125 0 0	25 0 0	Ib	
Road-cres Department.	2 oak trees ...	...	40 0 0	40 0 0	...	...	40 0 0	IIa	
Litto ...	1,000 bamboos	10 0 0	...	10 0 0	...	...	10 0 0	IIc	
Ram Dux ...	Cultivation lease for 1883-84, Pochong.	12 0 0	...	12 0 0	...	...	12 0 0	Vc	Second instalment due 1st July 1884.
	Total ...	123 0 0	380 0 0	503 0 0	...	225 0 0	277 0 0		

DARJEELING:

The 5th July 1884.

*Deputy Conservator of Forests,
Darjeeling Division.*

[Rules 1, 13 and 62.]

FORM No. 6.

FOREST DEPARTMENT, BENGAL.

Register of Free Grants of Forest Produce in the Darjeeling Division.

Authority under which granted.	Range.	Locality.	Name of Grantee.	Purpose for which granted.	Produce Granted.			Remarks.
					Description.	No. or quantity.	Value.	
1	2	3	4	5	6	7	8	9
Government sanction.	Goompahar	Poobong ...	J. Jones, Esq.	For the construction of a chankidar's house.	Bak tree ...	1	Rs. a. p. 20 0 0	
	Ditto ...	Ditto ...	24 Mandals...	..	Grazing Permit for 500 or 600 head of cattle.		60 0 0	
Grazing rules ...	Ditto ...	Ditto ...	Villagers in the vicinity.	.....	Sal poles ... Sisal ... M-sollaneous poles. Canees ... Bamboos ...	820 980 1,250 Leads, 38 No. 2000	220 0 0 270 0 0 150 0 0 14 0 0 30 0 0	Granted in consideration of assistance rendered and labour supplied.

FORM No. 7.

Bill No. 6
of 1881-82.FOREST DEPARTMENT, BENGAL,
DARJEELING DIVISION.*List of timber or other produce sold
to J. Jones, Esq., from the
Darjeeling Depdt.*

Depdt No.	Descrip- tion of timber or produce.	Measurements.			Rate.	Amount.
		L.	G.	C. ft.		
1	2	3	4	5	6	7
	Firewood	...	...	...	Rs. 25 per cent.	Rs. 150 0 0

Forester-in-charge.
DARJEELING DEPDT. }
The 1st June 1884. }

FORM No. 7.

Bill No. 6
of 1881-82.FOREST DEPARTMENT, BENGAL,
DARJEELING DIVISION.*List of timber or other produce sold
to J. Jones, Esq., from the
Darjeeling Depdt.*

Depdt No.	Descrip- tion of timber or produce.	Measurements.			Rate.	Amount.
		L.	G.	C. ft.		
2	3	4	5	6	7	8
	Firewood...	...	...	...	Rs. 25 per cent.	Rs. 150 0 0

Forester-in-charge.
DARJEELING DEPDT. }
The 1st June 1884. }

FORM No. 7.

[Rule 10.]
Bill No. 6
of 1881-82.FOREST DEPARTMENT, BENGAL,
DARJEELING DIVISION.*List of timber or other produce sold
to J. Jones, Esq., from the
Darjeeling Depdt.*

Depdt No.	Descrip- tion of timber or produce.	Measurements.			Rate.	Amount.
		L.	G.	C. ft.		
1	2	3	4	5	6	7
	Firewood	...	...	...	Rs. 25 per cent.	Rs. 150 0 0

Forester-in-charge.
DARJEELING DEPDT. }
The 1st June 1884. }

FORM No. 8.

FOREST DEPARTMENT, BENGAL, DARJEELING DIVISION.

Darjeeling Depot.

Received from J. Jones, Esq., the sum of rupees one hundred and twenty-five only, being price of firewood bought by him, as detailed in Bill No. 6 of 1894-95, in part payment.

No.	Cub. ft.	at	Ra.
Logs		at	Ra.
Sleepers		at	Ra.

Firewood, 500 mds., at Rs. 25 per cent.	...	125	0	0
Total	...	125	0	0

Forester-in-charge of Depot.

DARJEELING: }
The 4th June 1894.

N.B.—When required, this Form may be in triplicate, as Form No. 7.
This form may be utilized for sample receipts.

FORM No. 8.

FOREST DEPARTMENT, BENGAL, DARJEELING DIVISION.

Darjeeling Depot.

Received from J. Jones, Esq., the sum of rupees one hundred and twenty-five only, being price of firewood bought by him, as detailed in Bill No. 6 of 1894-95, in part payment.

No.	Cub. ft.	at	Ra.
Logs		at	Ra.
Sleepers		at	Ra.

Firewood, 500 mds., at Rs. 25 per cent.	...	125	0	0
Total	...	125	0	0

FORMS.

Forester-in-charge of Depot.

ORIGINAL.

FORM No. 9.*

FOREST DEPARTMENT, BENGAL.

Darjeeling Division.

Permit No. 1057.

No. 51 of 1884-85.

Name—Ram Bux.

Residence—Jor Bungalow.

Forest.	Date of expiry of grant.	Description of timber or other produce.	Number or quantity.	Rate.	Amount.	Remarks.
1	3	3	4	5	6	7
Poomong Block.	4th July	Chestnut trees.	1	Rs. 20	Rs. a. p. 20 0 0	

_____, Forester,
Darjeeling Division.

DARJEELING: }
The 4th June 1884.

* This form should be printed in triplicate.

FORM No. 9.

FOREST DEPARTMENT, BENGAL.

Darjeeling Division.

Permit No. 1057.

No. 51 of 1884-85.

Name—Ram Bux.

Residence—Jor Bungalow.

Forest.	Date of expiry of grant.	Description of timber or other produce.	Number or quantity.	Rate.	Amount.	Remarks.
1	3	3	4	5	6	7
Poomong Block.	4th July	Chestnut trees.	1	Rs. 20	Rs. a. p. 20 0 0	

_____, Forester,
Darjeeling Division.

DARJEELING: }
The 4th June 1884.

FORM No 11.

[Rule 14.]

FOREST DEPARTMENT, SOUTHERN CIRCLE, UPPER BURMA, PYIN OYA DIVISION.

Return of Stores, Tools, and Plant on 1st July 1897.

Description.*	Bal- ance as per last re- turn.		Receipts since last return.		Total.		Issues since last re- turn.		Balance.						Remarks.
	No. of quan- tity.	Rate.	No. of quan- tity.	Value.	No. of quan- tity.	Yamethin Sub- division.	Revenue Range.	Lower Range.	Tanao Range.	Panglunan Range.	Office.	Total.			
1	2	3	4	5	6	7	8	9	10				11		
			Ra.	Ra. a. p.											

* Surplus instruments, tools, office and rest-house furniture, elephant gear, marking hammer, and miscellaneous (boats, oars, medicine chests, &c.).

[Rules 16 and 62.]

FORM No 12.

Forest-produce and other property seized and disposed of during the month.

[To be kept up by Range Officers.]

Forest-produce or other property seized.		Locality where stored, or person to whom entrusted.	Property released.	Property made over to third party.	Property confiscated to Government by order of Court.	Property brought on to Form No 1 or other Government stock returns.	Date or dates on which action was taken under columns 1, 5, 6 or 7.	Not disposed of during the month.	Remarks.
Date.	Description.								
1	2	3	4	5	6	7	8	9*	10
(1) 5th April	{ 5 carts 50 sal poles 10 teak scantlings.	Gonpasa	...	...	5 carts	{ 5 carts 50 sal poles 10 teak scantlings	...	...	{ Court case No. dated 5th April.
(2) 10th "	...	Removed to depot.	...	...	...	...	...	...	...
(3) 10th "	{ 100 mammals 3 catch pans	Ditto	3 catch pans.	...	...	100 mammals catch	...	...	{ Court case No. dated 5th April.
(4) 12th "	{ 100 logs Pyin 3 boats	Kayyin revenue station.	...	...	{ 100 logs Pyin 3 boats	{ 100 logs Pyin 3 boats	...	...	{ Court case No. dated 5th April.
(5) 20th "	{ 50 teak logs	Shwegyin	...	50 teak logs.	...	...	...	...	{ Court case No. dated 5th April.
(6) 25th "	{ 50 teak squares 10 carts	Barbin forest	...	...	...	...	...	10 carts	...

* Necessary particulars of items in column 9 will be brought forward in the next month's form and shown, in red ink, in columns 1, 2 and 3.

EXPLANATION OF ENTRIES.

- Entry No. 1.—Served on 5th April, 5 carts (private property) and 50 sal poles (Government property). Court decides case on 8th April and the poles on 11th April.
- Entry No. 2.—Served, on 10th April, 100 mammals brought direct on to Form No. 5.
- Entry No. 3.—Served, on 10th April, 100 mammals brought direct on to Form No. 5.
- Entry No. 4.—One hundred mammals caught and 3 pans seized on 10th April. Pans released under section 70 of the Burma Forest Act, 1902. Catch brought on to Form No. 5.
- Entry No. 5.—The first instalment of price has been paid on 100 logs Pyin, to be brought out and covered by pass. Offender run brought on to stock returns.
- Entry No. 6.—Fifty teak logs, without chains, received on 20th April. Case brought into Court. Property marks prove logs belong to third person, to whom the Court gives the timber.
- Entry No. 7.—Fifty teak squares and ten carts, in respect of which an offence is believed to have occurred, seized on 25th April. Case reported to Magistrate, but undisposed of at close of month.

FORM No. 13.

FOREST DEPARTMENT, BIHAR AND ORISSA

[Rule 17.]

Budget Estimate for the year 1916-17.

Budget Heads.	Division.				
	Actuals, 1914-15.	San- ctioned Estimate, 1915-16.	Revised Estimate, 1915-16.	Budget Estimate, 1916-17.	Amend- ments by Local Govern- ment.
1	2	3	4	5	6
RECEIPT.					
I. Timber and other produce removed from the forests by Government agency—					
(a) Timber ...					
(b) Firewood and charcoal ...					
(c) Bamboos ...					
(d) Sandal-wood ...					
(e) Grass and other minor produce ...					
Total I ...					
II. Timber and other produce removed from the forest by consumers or purchasers—					
(a) Timber ...					
(b) Firewood and charcoal ...					
(c) Bamboos ...					
(d) Grazing and fodder grass ...					
(e) Other minor produce ...					
(f) Other items ...					
(g) Commutation fees ...					
Total II ...					
III. Drift and waif wood and confiscated forest-produce ...					
Total III ...					
IV. Revenue from forests not managed by Government—					
(a) Duty on foreign timber and other forest produce ...					
(b) Revenue from shared and private forests ...					
Total IV ...					
V. Miscellaneous—					
(a) Fines and forfeitures ...					
(b) Refunds ...					
(c) Other sources ...					
Total V ...					
Grand Total Receipts ...					

FORM No. 13—continued

Budget Estimate.

Budget Heads.	Division.				
	Actuals, 1914-15.	San- ctioned Estimate, 1915-16.	Revised Estimate, 1915-16.	Budget Estimate, 1916-17.	Amend- ments by Local Go- vernment.
1	2	3	4	5	6
EXPENDITURE.	Rs.	Rs.	Rs.	Rs.	Rs.
A.—Conservancy and Works—					
I. Timber and other produce removed from the forests by Government agency—					
(a) Timber ...					
(b) Firewood and charcoal ...					
(c) Bamboos ...					
(d) Sandalwood ...					
(e) Grass and other minor produce ...					
Total A I ...					
II. Timber and other produce removed from the forest by consumers or purchasers ...					
Total A II ..					
III. Drift and waif wood and confiscated forest produce					
Total A III ...					
IV. Revenue from forests not managed by Government—					
(a) Duty on foreign timber and other forest-produce ..					
(b) Revenue from shared and private forests ...					
Total A IV ...					
V. Rent of leased forests and payments to shareholders in forests managed by Government					
Total A V ...					
VI. Live-stock, stores, tools, and plant—					
(a) Purchase of cattle ...					
(b) Feed and keep of cattle ...					
(c) Purchase of stores, tools, and plant ...					
Total A VI ...					
VII. Communications and buildings—					
(a) Roads and bridges ...					
(b) Buildings ...					
(c) Other works ...					
Total A VII ...					

FORM.No. 13—concluded.

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Budget Estimate.

Budget Heads.	Division.				
	Actuals, 1914-15.	San- ctioned Estimate, 1915-16.	Revised Estimate, 1915-16.	Budget Estimate, 1916-17.	Amend- ments by Local Govern- ment.
1	2	3	4	5	6
EXPENDITURE—contd.					
VIII.—Organization, improvement and extension of forests—					
(a) Demarcation ...					
(b) Cost of Forest Settlements, compensation for land and rights ...					
(c) Surveys ...					
(d) Working plans ...					
(e) Sowing and planting ...					
(f) Protection from fire ...					
(g) Other works ...					
Total A VIII					
IX.—Miscellaneous—					
(a) Law charges ...					
(b) Grain compensation allow- ance.					
(c) Other charges ...					
Total A IX					
TOTAL A—CONSERVANCY AND WORKS—					
B.—Establishment—					
I.—Salaries—					
(a) Conservators ...					
(b) Superior officers ...					
(c) Subordinate forest and depôt establishments ...					
(d) Office establishments ...					
(e) Deputation and special allowances ...					
(f) Grain compensation allow- ance ...					
Total B I					
II.—Travelling allowances—					
(a) Conservators ...					
(b) Superior officers ...					
(c) Subordinate forest and depôt establishments ...					
(d) Office establishments ...					
Total B II					
III.—Contingencies—					
(a) Stationery ...					
(b) Carriage of tents and records ...					
(c) Rents, rates, and taxes ...					
(d) Pay of Police guards ...					
(e) Official postage ...					
(f) Sundries ...					
Total B III					
Total B Establishment					
Grand Total Expenditure					
Surplus or Deficit					

FORM No. 14.

[Rules 50 & 58.]

[ON HALF-SHEET OF FOOLSCAP PAPER.]

*Name of Officer***SALARY BILL.**

Audit No.		Voucher No. for					
Head of Service.		Monthly Rate.			Amount.		
Division.		Rs.	a.	p.	Rs.	a.	p.
Received for the month of	101	...					
My pay as		...					
Acting allowance as		...					
Local allowance as		...					
Fixed travelling allowance		...					
Exchange Compensation Allowance on Rs		...					
	At per cent	...					
Gross total claim		...					
Less Fund deductions as follows:—							
Unrerenanted Service Family Pension Fund	...	Rs.					
Bengal and Madras ditto	...	"					
General Family Pension Fund	...	"					
Hindu Family Annuity Fund	...	"					
Postal Insurance Fund (Policy No.	...)	"					
Forest Officers' Provident Fund	...	"					
General Provident Fund	...	"					
Net claim		...					
Income-tax at 5 ples in the Rupee on Rs.		...					
Less abatement on Rs. paid for Life Insurance		...					
(Premium receipt attached).							
Net tax Rs.		...					
Net amount payable		Rs.					

(Net amount to be written in words) Rupees

Receipt payment

Dated at

The 190 .

(Signature and official Designation.)

Stamp must be defaced by the Drawer.

Passed for Rupees . This amount of Rs.

has been disbursed by me.

Conseuerator of Forests,

Division.

Disbursing Officer.

For use in Accountant-General's Office.

Admitted

Objected

Auditor

Dated

Assistant Accountant-General.

One-anna
Receipt
Stamp
for payment
exceeding
Rs. 20-0-0

FORM No. 15—FULL SHEET.

[Rules 51 & 55.]

SALARY BILL OF NON-GAZETTED OFFICERS (SUBORDINATE FOREST SERVICE, OFFICE AND OTHER ESTABLISHMENTS).

Salary List of permanent establishment of the Darjeeling Division for June 1899.

HEAD OF SERVICE B.I.C.—VOUCHER No. 3 OF JULY 1899.

1	2	3	4	5	6	7	8	9
Name of incumbent.	Name and pay of post.	Pay, acting and leave allowance claimed separately.	Pay, acting or leave allowance held over for future payment.	Fines.	Net charge.	Fund and other deductions.	Income-tax.*	Signature or Remarks.†
<i>Rangers.</i>		Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	Rs. a. p.	
Babu L. S.	Ranger, 3rd grade, Rs. 100.	10 0 0	50 .. ..	.. .. .	.. .. .	.. .. .	.. .. .	On three months' sick leave from 1st June 1899. Office Order No. , dated .
Mr. E. R. O.	Ranger, 4th grade, officiating 3rd grade.	80 0 0 20 0 0	.. .. .	.. .. .	100 0 0	(a) 10 0 0	1 11 0	Officiating in the 3rd grade of Rangers from 1st June 1899, vice L. S. on sick leave. Office Order No. , dated . (a) Uncovenanted Service Family Pension Fund.
Babu S. S.	Ranger, 5th grade, officiating 4th grade.	60 0 0 10 0 0	.. .. .	.. .. .	70 0 0	(b) 20 0 0	(c) 1 4 0	Officiating in the 4th grade of Rangers from 1st June 1899, vice Mr. O. Office Order No. , dated . (b) First instalment of advance of pay. (c) On Rs. 60, vide copy of Life Insurance premium receipt for Rs. 10 attached.
" B. S.	Ranger, 6th grade, officiating 5th grade.	5 0 0 10 0 0	.. .. .	.. .. .	60 0 0	.. .. .	1 4 0	Officiating in the 5th grade of Rangers from 1st June 1899, vice S. S. temporarily promoted to the 4th grade of Ranger, vide Conservator's Office Order No. , dated .
<i>Deputy Ranger.</i>								
Babu N. K. S.	Deputy Ranger, 2nd grade.	35 0 0	.. .. .	(d) 5 0 0	30 0 0	.. .. .	.. .. .	(d) Office Order No. , dated .
<i>Foresters.</i>								
Babu G. C. B.	Rs. 25.	(e) 12 8 0	.. .. .	.. .. .	12 8 0	.. .. .	.. .. .	(e) On leave without pay from 16th to 30th June 1899, Office Order No. .
" B. D.	Forester, 2nd grade.	20 0 0	.. .. .	.. .. .	20 0 0	.. .. .	.. .. .
Guards ...	Four Forest Guards at Rs. 10 each.	(f) 38 0 0	.. .. .	1 0 0	37 0 0	.. .. .	.. .. .	(f) One receiving Rs. 8 only.
	Forest Guards, at	24 0 0	.. .. .	.. .. .	24 0 0	.. .. .	.. .. .
		415 8 0	50 0 0	0 0 0	359 8 0	30 0 0	4 6 0	

CERTIFIED that all items charged in this bill have been disbursed by the Range officers concerned to the proper persons, and that their receipts have either been taken in the establishment bill book, or are filed separately in my office; and, further, that receipt stamps, duly cancelled, are affixed for every payment in excess of Rs. 20. Certified also that all persons on pay not exceeding Rs. 20, for whom pay has been drawn in this bill, have actually been entertained during the month.

Certificate to be given when no superior officer was absent on deputation, or with or without leave.

CERTIFIED that no person in superior service on this establishment has been absent either on deputation, or with or without leave (except on sick leave) during the month of _____; and further that all appointments and promotions, permanent or temporary, have been recorded in the service books of the persons concerned under my initials.

PASSED FOR Rs. 331-8-0 (THREE HUNDRED AND SIXTY-ONE AND ANNAS EIGHT ONLY).

DARJEELING;
The 1st July 1893.

Deputy Commissioner of Forests,
Darjeeling Division

*At 5 pica in the rupee, if the amount drawn for any month is Rs. 166-10-8 or more; and at 4 pica, in the less than that sum. Sums below Rs. 83-5-4 a month are exempt. Subscriptions to Service Fund and payments to Life Insurance Company are exempt from liability to tax to an extent not exceeding one-sixth of income. When exemption is claimed in respect of any amount paid to an Insurance Company attached to the bill the receipt of the Company or a copy thereof attested by the officer who pays the salary, who will also make a note on the original that it has been produced and allowed for.

† When a non-gazetted officer in superior service is on leave or under suspension, or is transferred, promoted, re-lieved or discharged, or if any new appointment is made, the date should be noted in the "Remarks" column of the Bill against the entry in question.

Notes to be carefully attended to in preparing the bill.

- (1) When for any reason an officer's salary or leave allowance is not drawn, but is withheld, the amount due should be entered in columns 3 and 4.
- (2) Both the pay and setting allowances of an officer should be shown (separately) under the range (or unit) in which he is for the time acting.
- (3) If an officer's name appears for the first time as a member of this establishment, there must be attached to this bill either—
 - (a) A first-pay certificate, if he has been transferred from another office; or
 - (b) A medical certificate of fitness, if this is his first superior appointment under Government.
- (4) If any special increment is for the first time drawn in this bill the increment certificate (Form No. 8) must be filled up and attached.
- (5) Arrear pay should be drawn not in the ordinary monthly bill, but in a separate bill, with quotation of the bill from which the charge was omitted or on which it was refunded by deduction or of any special order of Government granting a new allowance.
- (6) When salary is drawn for a portion of a month only, the rate at which it is drawn and the number of days for which claimed must be stated either against the name of the employ in the body of the bill or in a note at foot of the page.
 - (a) Columns 3, 4, 5 and 6 should be totalled separately for each range, unit, or class of officers, in red ink.
- (7) When a person formerly in Government employ is re-employed, whether temporarily or permanently, a copy of the order appointing him should be appended to his first pay bill, with a note of the amount, if any, to be deducted from his pay or pension.
- (8) Pay of all temporary establishment should be billed for separately.
- (9) Salary bills may be signed at any time on the 1st day of the month by the labour of which the salary is earned, and are due for payment on the next working day, except in the following cases, when they may be paid before the end of the month:—
 - (a) That of an officer proceeding on leave (other than privilege leave) lasting beyond the end of the month in which the leave is taken;
 - (b) That of an officer finally quitting the service of Government.
- (10) Salaries should not be re-adjusted by giving one officer more and another less than the sanctioned pay of an appointment; nor should the pay of an absentee be distributed otherwise than as provided in the Civil Service Regulations.
- (11) Amount passed for payment should be written both in words and figures.

FORM No. 16—continued.

	R.	a.	p.	
Railway fare				
miles by dikh at _____ per mile				Conservator.
By steamer boat				In charge of _____ Division. Attached to _____ Range.
days at _____ per day				[Countersigned for Rupees _____]
TOTAL				Conservator of Forests _____

DATED _____ } Passed for Rupees _____

The _____ 19 } _____

DATED _____ } _____

The _____ 19 } _____

(Book Form.)

Conservator.

Division.

Received the amount of Rupees _____ only.

Assistant Conservator of Forests, _____

This amount of Rupees _____ only has been disbursed by me.

In charge of _____ Division.
Attached to _____ Range.

Conservator of Forests, _____

In charge of _____ Division.
Attached to _____ Range.

The _____

Special instructions for the guidance of Forest Officers in the preparation of Travelling Allowance Bills.

I.—For journeys by rail—

First, second and third-class officers can claim double the fare of the class in which they are entitled to accommodation. Article 1012 (a), Civil Service Regulations.

Fourth-class officers, except Forest Guards, may (for journeys on tour only, draw daily allowance in addition to railway fare. But a Forest Guard may, for railway journeys beyond his jurisdiction under proper authority draw daily allowance in addition to railway fare. Article 1073, Civil Service Regulations.

II.—For journeys by sea or in over-land conveyance—

A first-class officer is entitled to first-class accommodation for himself and lowest class accommodation for two or (if the officer's salary is not less than Rs. 1,000) three servants. Article 1016 (a), Civil Service Regulations.

A second or third-class officer is entitled to middle or second-class accommodation for himself and lowest class accommodation for one servant. Article 1016 (b), Civil Service Regulations.

A fourth-class officer is entitled to lowest class accommodation. Article 1016 (c), Civil Service Regulations.

If board is provided on the vessel table-money is recovered from an officer of the first-class (other than a native of India) ordered by estate or other supplies from availing himself of the board. Article 1022, Civil Service Regulations.

If board is not provided or though provided cannot be availed of a second, third or fourth-class officer is entitled to table-money for any day on which he dines on board at the rate mentioned in Article 1024, Civil Service Regulations.

Table-money is not recovered from an officer of the second, third, or fourth-class in the case mentioned in Article 1022, nor paid to an officer of the first-class in the case mentioned in Article 1023, Civil Service Regulations.

III.—For journeys by special means of conveyance—

Second, third, and fourth-class officers are entitled to actual expenses exceeding the mileage or daily allowance to which they are otherwise entitled for the journey. A certificate should be given on the Travelling Allowance Bills countersigned by the Controlling authority stating the circumstances under which the use of the special means of conveyance was necessary. Article 1077 (a) and (b), Civil Service Regulations.

IV.—For journeys on tour only—

(1) Foresters and Deputy Rangers not in charge of Rangers and Forest Guards are not entitled to Travelling Allowance for journeys on tour (otherwise than by rail or steamer) within their jurisdiction. Article 1039 (a), Civil Service Regulations. The Travelling Allowance Bills of Foresters and Deputy Rangers should, therefore, specify that they are in charge of Rangers, or that they travelled beyond their ordinary jurisdiction under proper authority. Article 1039 (b), Civil Service Regulations.

All Foresters and Deputy Rangers whose duties necessitate the keeping of a house or pony or the maintenance of other carriage may, under the orders of the Local Government, draw Travelling Allowance at the ordinary rate, vide Financial Department No. 4402, dated 20th October 1902, Appendix 20, Rule 10.

(2) Daily allowance is admissible to an officer for journey or half-journey in the course of journeys, only when he reaches or returns from a station at a distance of more than 5 miles from his headquarters on tour and not under any other circumstances. Article 1003, Civil Service Regulations.

(3) Road mileage is admissible to an officer (other than a non-gazetted ministerial or a menial officer) only when he travels more than 20 miles by road, the journey being 20 miles or less and is performed in addition to Railway journey, the road mileage should not exceed his daily allowance, i.e., either the mileage or daily allowance, whichever is less, should be given. Article 1005, Civil Service Regulations.

(4) Non-gazetted ministerial or menial officers are entitled only to actual travelling expenses not exceeding the rate for his class under a certificate from the Head of the office that they were required to travel by boat or public or hired conveyance. When the journey is in addition to one performed by rail and the certificate is not furnished, the actual expenses should not exceed his daily allowance. Article 1005, Civil Service Regulations.

V.—For journeys on transfer—

(1) Mileage, and not daily allowance, is admissible to all, except inferior officers for travelling any number of miles by road. Articles 1004, 1004 and 1005, Civil Service Regulations.

(2) Officers in inferior service are not entitled to travelling allowances except under the sanction of the Local Government, or of the Conservator of Forests, when the latter is authorized to sanction such allowance. Article 1107, Civil Service Regulations.

VI.—For journeys to give evidence in a court—

A certificate, that the officer did not receive any allowance from the court he attended (in a criminal case or in a civil case in which Government is a party) should be attached to the Travelling Allowance Bill. Article 1133, Civil Service Regulations.

FORM No. 17.

FOREST DEPARTMENT, BENGAL.

Register of Financial Results.

[Rule 64.]

FORM 15.

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Year.	Division.	Timber and other produce removed from the Forests by Government Agency.			Other Revenue.			Formation, protection, and improvement of Forests.			Total.		Remarks.	
		Receipts.	Charges.		Receipts.	Charges.		Budget heads.	Amount.		Receipts.	Charges.		
			Budget heads.	Amount.		Budget heads.	Amount.		Budget heads.	Amount.				
1	2	3	4	5	6	7	8	9	10	11	12	13		
1882-83	Darjeeling	Rs. "	A. I. "	30,111	Rs. 21	A. II "	Rs. 21	"	"	Rs. "	Rs. "	Revenue under—		
		"	† A. VI. "	459	"	"	"	† A. VI. "	459	"	"	I. "		
		"	† A. VII.	1,431	"	† A. VII.	1,431	† A. VII.	1,431	"	"	II. "		
		"	"	"	"	"	"	A. VIII.	13,737	"	"	III. "		
		"	"	"	"	A. IX. "	470	"	"	"	"	IV. "		
		"	† B. "	8,761	"	† B. "	4,380	† B. "	4,380	"	"	V. "		
		"	‡ Direction	610	"	‡ Direction	640	‡ Direction	1,280	"	"	Total		
	Total	43,248	"	41,431	29,182	"	9,912	"	29,239	71,303	74,604			
1883-84	Darjeeling	"	A. I. "	21,125	"	A. I. "	715	A. VIII.	3,653	"	"	Revenue under—		
		"	† A. VI. "	173	"	† A. VI. "	173	† A. VI. "	173	"	"	I. "		
		"	† A. VII.	1,206	"	† A. VII.	2,411	† A. VII.	2,411	"	"	II. "		
		"	"	"	"	A. IX. "	500	"	"	"	"	III. "		
		"	† B. "	3,653	"	† B. "	7,864	† B. "	7,864	"	"	IV. "		
		"	‡ Direction	446	"	‡ Direction	881	‡ Direction	1,336	"	"	V. "		
	Total	26,330	"	20,907	23,153	"	12,505	"	15,438	50,978	54,910	Total		

FORM No. 18.

[Rule 70.]

FOREST DEPARTMENT, BIHAR AND ORISSA,

DIVISION.

Register of Cases for the year 19 .

Number and title of File.	Number of Case within file.	Subject of case.	Remarks.
1	2	3	4
I-Accounts	1	Grain compensation allowance of mental Servants.	

Register of Distribution of Books, Circulars, etc., from the Office of the Conservator of Forests, Bengal, during

FORMS.

[illegible]

FORM No. 22.

[Rule 76.]

List of Documents received in the Office of the ——— Conservator of Forests, ——— Division, Bihar & Orissa, on the ———

Date of receipt.	Documents received.		From	Subject.	How disposed of.	—Conservator's orders.
	No.	Date.				
1	2	3	4	5	6	7

FORIST DEPARTMENT, BENGAL.

Certificate of Transfer of Charge of the Office of ———, Conservator of Forests, Darjeeling Division.

DARJEELING

1st June 1884.

I certify that I received charge of the (Darjeeling Division) from Mr. ——— (Deputy) Conservator on the forenoon of this (first) day of June 1884.

I received the sum of rupees one hundred only, the cash balance, as shown by the Cash-book on this date.

I have examined all the office books and found them posted up to date.

I have received the needful vouchers belonging to the accounts of the current month and have made myself acquainted with all outstandings and liabilities on account of the Department.

I have examined the live and dead-stock, as well as the books, maps, office records, and office furniture at headquarters; and have examined the dep't registers, which I have found posted up to date.

I have received one cheque book No. 44, unused, as well as cheque book No. 43, containing cheques Nos. 1050 to 1075. The counterfoils of the previous cheques have been written up.

Countersigned _____

Consrv. of Forests,
Relieved Officer.

(_____) Consrv. of Forests
Relieving Officer.

FORM No. 24.

[Rule 65.]

FOREST DEPARTMENT, BENGAL.

Intimation of sanction accorded to items of Extraordinary Expenditure for the month of May 1890.

Sanction No. (1)	Dated. (2)	Forest Division for which sanction is intended. (3)	Nature of work and rate, etc. (4)	Amount. (5)			Head of service. (6)
549	25th May 1890.	Darjeeling	12 bullocks at Rs. 30	Rs.	a.	p.	
				300	0	0	A VI.

No.

Forwarded to the Accountant-General for information.

DATED DARJEELING : }
The 1st June 18.0. }

Conservator of Forests, Bengal.

[Rule 116.]

FORM No. 28.

CHARACTER ROLL OF

Remarks of the Divisional Forest Officer and of the Conservator.

Duty on which employed during the year.

Year.

N. B.—(1) The heading should show the name and present rank of the officer and should give a brief history of his service.
 (2) When a roll is first started for an officer who has been in service for some time it should open with a brief account of his conduct and work in the past.

FORM No. 29. [CONFIDENTIAL. [Rule 116.]
Report on officers of the Imperial Forest Service of 15 years' service and over.

Name of officer and Present rank, with date of appointment, therein.	Remarks recorded by		
	District Officer and Divisional Com- missioner.	Conservator.	Local Government.
1	2	3	4

FORM No. 30.

[Rule 107.]

Security Bond to be executed by Sureties of Vendors of Forest Stamps.—

Whereas *A. B.*, Conservator of Forests, Bihar and Orissa, has agreed to appoint *C. D.* to be [or has agreed to retain *C. D.* in the appointment of] a Licensed Vendor (or whatever be his official designation) in the Forest Division of _____.

And whereas the said *C. D.* has been called upon to furnish security for the due discharge of his duties and obligations as a Licensed Vendor in the Forest Division of _____ and for the indemnity of the said *A. B.* or his successors in office as representing the Department of Forests, Bihar and Orissa, against loss from or by reason of any act or default of the said *C. D.*

Be it known that I, *E. F.*, son of _____, residing at _____, am held and firmly bound to the said *A. B.* or his successors in office as representing the Department of Forests, Bihar and Orissa, in the sum of Rs. _____, to be paid to the said *A. B.* or his successors in office or to such person as he or they may appoint in this behalf, for which payment to be well and truly made I bind myself my heirs, executors and administrators by these presents.

The condition of this obligation is such that if the said *C. D.* shall truly and faithfully perform his duties as a Licensed Vendor and carry out all orders and instructions issued by the Department of Forests for his guidance, and shall at all time account for, render and deliver in such manner and to such person as he may by the said *A. B.* or his successors in office be required, all stamps and monies and property whatsoever which he may receive or be entrusted with or which may come into his possession by virtue of his office as such Licensed Vendor, and shall not embezzle, withhold, destroy or in any way damage any such monies, stamps and property, as aforesaid, and further shall indemnify the said *A. B.* or his successors in office as representing the Department of Forests, Bihar and Orissa, of and from all and every loss or damage which may at any time happen to, or be sustained by, the Department of Forests, Bihar and Orissa by, for, from or through the means of the neglect, failure, misconduct, disobedience of orders, omission or carelessness of the said *C. D.*, or any of his agents or servants or any other persons or person acting under his orders or instructions, then the above written obligation shall be void, otherwise the same shall remain in full force and virtue.

I, *E. F.*, further covenant that I shall have no power to terminate my suretyship except upon giving to the said *A. B.* or his successors in office for the time being six calendar months' notice in writing of my intention so to do, and my liability under this bond shall continue in respect of all omissions and defaults on the part of the said *C. D.* until the expiration of the said period of six months.

[Rule 107.]

Stamp Vendor.				Commission per rupee allowed.	Remarks.
Serial No.	Station.	Name.	Designation.		
1	2	3	4	5	6

FORM No. 32.
Forest Stamp Indent.
 dated

[Rule 107.]

Indent No.		dated				
Description of stamps.	Number of stamps indented for.	ISSUED.			Certificate of issue of stamps and acknowledgment of value received by Treasury Officer.	
		Num-ber.	Value.			
			Rs.	a.		p.
50 Rupees Stamp	...				<div>I hereby certify that I have issued the stamps herein indented for, and acknowledge that I have received their value as noted below.</div> <div><div>Rs. a. p.</div><div>Gross value</div><div>Deduct discount or commission</div><div>Net value received</div></div> <div>Treasury Officer.</div>	
15 " " "	...					
10 " " "	...					
5 " " "	...					
4 " " "	...					
3 " " "	...					
2 " " "	...					
1 Rupee " "	...					
12 Annas " "	...					
8 " " "	...					
7 " " "	...					
6 " " "	...					
5 " " "	...					
4 " " "	...					
3 " " "	...					
2 " " "	...					
1 Anna " "	...					
9 Pies " "	...					
6 " " "	...					
3 " " "	...					
Total	...					

Indenting Vendor's Name—

Number—

Station—

Designation—

Received stamps and commission as above.

Indenting Vendor.

License Vendor's Stamp Ledger.

FORMS.

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Month.	Date.	Opening balance.		Receipts.		Total.		Issues.		Balance.		Remarks.
		Total number of stamps.	Total value.	Total number of stamps.	Total value.	Total number of stamps.	Total value.	Total number of stamps.	Total value.	Total number of stamps.	Total value.	
1	2	3	4	5	6	7	8	9	10	11	12	13
			Rs.		Rs.		Rs.		Rs.		Rs.	

FORM No. 35.

[Rule 107.]

Statement of Receipts and Issues of Forest Stamps in the _____
Division for the month of _____:

Opening balance with License Vendors and Forest Officers.	Month's transaction treasury.				Total of columns 1 and 5.	Issued by License Vendors.	Closing balance of License Vendors and Forest Officers.	Remarks.
	Re- ceived from Trea- sury on pay- ment. Value. (a)	Receiv- ed as advan- ces. Value. (b)	Refund- ed to Trea- sury. Value (c)	Net receipts (a) (b) —c. Value. B				
Value. A.	Value. (a)	Value. (b)	Value (c)	Value. B	Value. A	Value. C	Value. D	
1	2	3	4	5	6	7	8	9

FORM No. 38

[Rule 94.]

FOREST VILLAGE AGREEMENT.

ARTICLES OF AGREEMENT made and entered into this
 day of _____ 191 _____ between the Secretary of
 State for India and Council hereinafter referred to as the party of the first part
 and _____ son of _____
 hereinafter referred to as the party of the second part.

WHEREAS the party of the second part desires to render service to the
 Forest Department in lieu of the privilege of being granted for cultivation ser-
 vice land at _____ in the part of the
 Reserved Forest situated in _____ Parganah
 of the district within the following boundaries :—

*North—**East—**South—**West—*

I. The party of the second part shall hold the land specified above
 service *Jagir* only so long as he performs the duties and observes the condition
 hereinafter prescribed. The land shall be held rent-free or at such rate not
 exceeding that assessed for similar land outside the reserves under the land
 settlement as may be, from time to time, determined by the Divisional Forest
 Officer.

II. The land shall be held as service *Jagir* and shall not be alienable and
 shall be liable to resumption. When the services of the grantee or of his suc-
 cessor shall no longer be required or when such a course is otherwise found
 necessary by the Forest authorities, Government shall have the right to dis-
 pense with the services of the grantee or of his successor and to resume the
 grant at any time it pleases.

III. The party of the second part himself with his dependants and all
 other tenants in the village shall whenever called upon to do so by the Forest
 Officer for _____ days in the year perform to the best of their ability and in
 return for the daily wage of _____ annas, such work or works as may be
 ordered by the Forest Officer to be done for the preservation, protection and
 improvement of the Government Reserved Forest. Provided that the party of
 the second part and his fellow-tenants shall not be called on to perform
 Government work to the detriment of the proper cultivation of the land
 referred to in clause V of this Agreement.

IV. The party of the second part being headman and in consideration of this fact having been assigned a larger amount of land as his service *Jagir* than his fellow-tenants shall be responsible for mustering his dependants and his fellow-tenants and seeing to their proper working.

V. The party of the second part shall cultivate only such part or parts of his service *Jagir* within the above specified area as the Forest Officer in charge of the division hereinafter termed the Forest Officer shall permit.

VI. The party of the second part and his dependants and fellow-tenants will be permitted —

(a) To cut, collect and remove free of charge for their own use but not for sale, gift, or barter from the parts of the Reserve Forest adjacent to the village site bamboos, creepers, edible roots and fruits, and fuel and poles not exceeding 3 feet in girth of all kinds of trees except the following :—

1. Sal. 2. Piasal. 3. Sisoo. 4. Bandhan. 5. Gambhar
6. Asan. 7. Dhaura. 8. Kurrum. 9. Moheala. 10. Kussum.
11. Charo. 12. Jam. 13. Mango. 14. Kendu. 15. Jackl.
16. Limba-Nim. 17. Harira. 18. Bahara. 19. Koohila. 20.
Khair. 21. Gundi. 21. Mahanim. 23. Bar. 24. Pipal. 25.
Simli. 26. Aimla. 27. Punanga. 28. Kangra.

(b) To obtain free of charge for their own use but not for sale, gift or barter permits for removal of marked trees of such of the above-named species as the Forest Officer may consider that they require for their buildings or for the manufacture of agricultural implements.

(c) To graze free of charge within the portion of the Reserved Forests adjacent to the village site such cattle as the Forest Officer may consider necessary for the cultivation of their land.

VII. The party of the second part, his dependants and his fellow-tenants, shall not be permitted to do any of the following acts :—

(a) Cut, lop, or damage, in any way, any tree growth other than that permitted under clause VI (a) above.

(b) Kindle or carry fire in any part of the Reserved Forest.

(c) Graze cattle in any part of the Reserved Forest closed by order of the Forest Officer.

VIII. In the event of the party of the second part, his dependants or any of his fellow-tenants being ejected by the Forest Officer from the village for breach of this agreement any buildings he or they may have erected within

the village may be disposed of by the Forest Officer at his discretion if not removed by the person or persons ejected within fifteen days of his or their ejection.

IX. The party of the second part hereby engages to report the commission of any forest offence to the Forest Officer in charge of the division and to make every endeavour to put out any fire that may occur in, or approach, the Reserved Forest without being specially called upon to do so.

X. The Forest Officer shall have power at any time to declare this agreement terminated if in his opinion the party of the second part fails to comply with all or any of the preceding clauses of this agreement and in the event of this agreement being thus declared terminated any standing crop sown by the party of the second part shall be disposed of by the Forest Officer for the benefit of the grantees.

XI. In the event of any dispute arising between the Forest Officer and the party of the second part as to the construction or intent of this agreement or of any part thereof or with reference to any matter connected therewith or relating thereto such dispute shall be referred to the Conservator of Forests, Bihar and Orissa, whose decision thereon shall be final and conclusive between the said parties.

XII. The cost of any stamp duty due in respect of this instrument shall be borne by Government.

XIII. The party of the second part, his dependants, and fellow-tenants shall be required to clear and keep clear free of charge the boundary line round the village site to a width of 20 feet.

Signature or mark of the party of the second part

Dated the day of 19

} _____

Signature of first witness

...

.....

Signature of second witness

...

.....

Signature of Divisional Forest Officer on behalf of
the Secretary of State for India in Council

} _____

FORM No. 80.

[Rule 90.]

PROCLAMATION.

To all persons concerned notice is hereby given—

(1) that it is proposed to constitute the forest land bounded as below a reserved forest :—

North—

East—

South—

West—

(2) That from the date of this proclamation till the final notification is issued declaring the land bounded as above a reserved forest no right shall be acquired in or over any land within such boundaries, except by succession under grant or contract in writing made or entered into by, or on behalf of, the Government or some person in whom such right or power to create the same was vested on the date when this proclamation was published. On the land above described no new house shall be built, no plantation formed, no fresh clearing for cultivation or for any other purpose shall be made except in accordance with rules made by Government.

(3) That the following consequences will ensue when the land as described above has been created a reserved forest, that is to say—

(a) Rights in respect of which no claim has been preferred to the undersigned Forest Settlement Officer, and of the existence of which no knowledge has been acquired by him, will thereupon be extinguished, unless before the publication of the notification declaring the land to be a reserved forest the person claiming them has satisfied the undersigned Forest Settlement Officer that he had sufficient cause for not preferring such claim within the period fixed in paragraph 4 of this proclamation.

(b) No right of any description will be acquirable in or over the land after it has been declared to be a reserved forest except by succession or under a grant or contract in writing made by, or on behalf of, the Government or some person in whom such right, or the power to create such right, was vested when the notification declaring the said land to be a reserved forest was published.

(c) Rights to pasture or to forest-produce admitted and continued by the Forest Settlement Officer will not be alienable by way of

grant, sale, lease, mortgage, or otherwise without the sanction of the Local Government. Provided that when any such right is continued for the beneficial enjoyment of any land or house it will be allowable to sell or otherwise alienate it with such land or house without such sanction.

(d) It will be within the power of any Forest Officer from time to time with the previous sanction of the Local Government or of any officer duly authorized in that behalf to stop any public or private way or water-course in the reserved forest: Provided that for the way or water-course so stopped another way or water-course which, in the opinion of the Local Government, is equally convenient, already exists, or has been provided or constructed by such Forest Officer.

(e) Any person who in the reserved forest —

(i) makes any fresh clearing prohibited by section 5 of the Forest Act; or

(ii) sets fire to a reserved forest, or, in contravention of any rule made by the Local Government, kindles any fire, or leaves any fire burning, in such manner as to endanger such a forest;

(iii) kindles, keeps or carries any fire, except at such seasons as the Forest Officer may from time to time notify in this behalf;

(iv) trespasses or pastures cattle, or permits cattle to trespass;

(v) causes any damage by negligence in felling any tree or cutting or dragging any timber;

(vi) fells, girdles, lops, tops or burns any tree, or strips off the bark or leaves from, or otherwise damages, the same;

(vii) quarries stone, burns lime or charcoal, or collects, subjects to any manufacturing process, or removes any forest-produce

(viii) clears or breaks up any land for cultivation or any other purpose or;

(ix) in contravention of any rules which the Local Government may from time to time prescribe, kills or catches elephants, hunts; shoots, fishes, poisons water, or sets traps or snares;

shall be punished with imprisonment for a term which may extend to six months or with fine not exceeding five hundred rupees, or with both in addition to such compensation for damage done to the forest as the convicting court may direct to be paid.

Nothing in this section shall be deemed to prohibit (a) any act done by permission in writing of the Forest Officer or under any rule made by the Government; or, (b) the exercise of any right contained under section 14, clause (c) of the Forest Act, or created by grant or contract in writing made by or on behalf of Government under section 22 of the Forest Act.

Whenever fire is caused wilfully or by gross negligence in a reserved forest the Local Government may (notwithstanding that any penalty has been inflicted under section 25 of the Forest Act) direct that in such forest or any portion thereof the exercise of all rights of pasture or to forest-produce shall be suspended for such period as it thinks fit.

(4) That all persons interested in the land as described above, or in any produce thereof, are required to claim any right in or over any land within the above boundaries, or make any claim to practise shifting cultivation within such limits before the.....day of.....19 ; that such claims must be made in writing or in person to the undersigned Settlement Officer; and that they must specify the nature of such right or claim.

(Signed).....

Forest Settlement Officer.

Dated.....19.....

[Rule 90.]

FORM No. 40

*Statement of Claims to privilege of practising Shifting Cultivation in the proposed
Reserved Forest dealt with under Section 94 of the Forest Act.*

Serial No. of claim.	Claimant's name; father's name, caste, res- idence, occupation (to be recorded as far as practicable).	Particulars of claim to privilege of practising shifting cultivation in the proposed Reserved Forest.	Local rule or order under which shifting cultivation is allowed or regulated.	Opinion of Forest Settlement Officer whether claim should be permitted or prohibited wholly or in part.	Order by the Local Government.	Arrangements made by the For- est Settlement Officer (subject to Government sanc- tion) for exercise of the privilege.
1	2	3	4	5	6	7

Statement of Claims to Rights in the ~~proposed~~ Reserved Forest.

Social No. of claim.	Claimant's name ; father's name ; date, resi- dence, and occupa- tion (to be recurred as far as practic- able).	Particulars of claim.	Order by the For- eign Settlement Of- fice admitting or rejecting the claim, wholly or in part.	Manner in which provision for the exercise of the right (if admitted) has been made.	Date of or- der by For- eign Settle- ment Officer.	Date of appeal, if any.	Order passed on appeal and date thereof.
1	3	3	4	5	6	7	8

FORM No. 42.

[Rule 90.]

[Draft Notification for publication under Section 19 of the Forest Act.]

NOTIFICATION.

No.....dated..... Under the provisions of section 19 of the Indian Forest Act, 1878 (Act VII of 1878), the Lieutenant-Governor in Council declares that the forest situated in the district, and the limits of which are specified below, is reserved forest, with effect from the19..... This Forest will be known as the Reserve. Its approximate area is.....

BOUNDARIES.

North—

East—

South—

West—

Statement of Rights and Privileges granted in theReserved Forest.

Serial No.	*Grantee.	Particulars of rights and privilege granted.

* Name, father's name, and residence to be recorded as far as practicable.

FORM No. 48.

[Rule 127.]

SECURITY BOND.

Know all men by these presents, that (1)
 of
 and (2) of
 and (3) of are
 held and firmly bound unto the SECRETARY OF STATE FOR INDIA IN COUNCIL in
 the sum of Rs. rupees to be paid to the said SECRETARY OF
 STATE IN COUNCIL his successors or assigns or his or their certain Attorney or
 Attorneys for which payment well and truly to be made we bind ourselves our
 heirs executors administrators and representatives jointly and every two of us
 bind ourselves our heirs executors administrators and representatives jointly
 and each of us binds himself his heirs executors administrators and represen-
 tatives severally firmly by these presents sealed with our seals on the dates
 against our signatures below and each of us the said (1)
 (2) and (3)

doth hereby for himself his heirs executors administrators and representatives
 covenant with the said SECRETARY OF STATE IN COUNCIL his successors and
 assigns that any suit shall be brought touching the subject-matter of this
 obligation or the condition hereunder written in any Court subject to the
 High Court of Judicature at Patna other than the said High Court in
 its Ordinary Original Jurisdiction the same shall and may at the instance of
 the said SECRETARY OF STATE IN COUNCIL be removed into tried and determined
 by the said High Court in its Extraordinary Original Jurisdiction.

Whereas the above bounden (1)
 was on the day of
 appointed to the Forest Department and now holds and exercises the office of
 at and whereas by virtue of such office the
 said (1) has amongst other duties the care charge
 oversight of and responsibility for the safe and proper storing and keeping in
 the places appointed for the custody thereof respectively of all money goods
 stores and effects timber fuel and other forest-produce in the forest under his
 charge and the safe and proper keeping of the said forest and the disposal of
 certain produce therefrom and whereas the said (1)

is bound whenever called upon to show
 to his superior officers that the said property and every part thereof save so
 much thereof as he has duly accounted for is at all times in good and proper
 order in the places aforesaid and whereas the said (1)

is further bound to keep true and faithful accounts of the said

property and of his dealings under written orders of his superior officers therewith respectively in the form and manner that may from time to time be prescribed under authority of Government and also to prepare and submit such returns and such accounts as he may from time to time be called upon to do and whereas the bulk of the said property remains as well in the care charge and custody of the Divisional Forest Officer under whose orders he is serving for the time being as of himself but as between himself and the said SECRETARY OF STATE FOR INDIA IN COUNCIL be the said (1)

is alone responsible and answerable therefor and for every part thereof and whereas the responsibility of the said (1)

for the said property and every part thereof does not cease until the same has duly used or otherwise disposed of under the written orders aforesaid and accounted for and whereas the said (1)

in consideration of his said appointment has deposited Rs. rupees
and will deposit a further sum of Rs. rupees making up
the total sum of Rs. rupees in the

Post Office Savings Bank or such other Post Office Savings Bank as may be ordered by monthly instalments of one-fourth of his pay for the purpose of in part securing and indemnifying the said SECRETARY OF STATE IN COUNCIL his successors and assigns against all loss and damage which he or they might or may in any way suffer by reason of the said property or any part or parts thereof being in any way consumed wasted embezzled stolen misspent lost misapplied or otherwise dishonestly negligently or by or through oversight or violence made away or parted with by himself the said (1)

or any servants peons or coolies serving under him or by any other person or persons whomsoever whether in the service of Government or otherwise and whereas the said (1) and the said (2)

and (3) as his the said (1)

's sureties, in that behalf have entered into the above bond in the penal sum of conditioned for the due performance by

him the said (1) of the duties of the said office
of his the said office of the abovementioned deposit

of Rs. rupees and future

sums similarly deposited or any securities that may be substituted therefore as aforesaid shall not be at once returned to him but shall be and remain with the said Divisional Forest Officer for the term of six months as security against any loss that may have been incurred by the SECRETARY OF STATE, owing to the neglect or default of the said (1)

or any other person or persons as aforesaid and which may

Noted—In filling in—(1) Indent to the Principal.
(2) " the 1st Surety.
(3) " the 2nd Surety

not have been discovered until after the vacation of his appointment by the said (1) : Provided always that the return at any time of the said deposits or other securities shall not be deemed to affect the right of the said SECRETARY OF STATE to take proceedings upon the said bond against the said (1) and (2)

and (3) in case any breach of the conditions of the said bond shall be discovered after the return of the said Government securities.

In witness whereof the said parties to these presents do hereunto set their respective hands on the respective dates of their several signatures.

Witnesses

}

Date

Principal.

Witnesses

}

Date

1st Surety.

Witnesses

}

Date

2nd Surety.

FORM No. 44.

[Rule 127.]

REGISTER OF SECURITY DEPOSITS.

No.	Name of Officer.	Designa- tion.	Amount of security furnished.	Nature of security payable.	Value of security furnished.	Date of bond.	Date of despatch to Inspector- General of Regis- tration.	Remarks.

FORM No. 45.

[Rule 149.]

AGREEMENT.

(Ranger's course)

ARTICLES of agreement made and entered into this day of
 One thousand nine hundred between
 of of the first part of
 ward of the said of the second part and the Secretary of State
 of the third part. Whereby each of the parties hereto so far as the covenants
 and conditions hereinafter contained are or ought to be observed and performed
 by him covenants with the other of them as follows:—

1. The said hereby of his own free will and consent
 and with the approbation and consent of the said testified by
 the execution by him of these presents agrees with the SECRETARY OF STATE his
 successors in office and assigns that the said shall throughout
 out the prescribed period of the College Course of years.
 will, diligently and faithfully pursue his studies at the Forest College, Dehra
 Dun, and use his best endeavours to qualify for the Forest Service of the
 Government of Bihar and Orissa.

2. The said shall after completing his studies
 at the said Forest College and if so required to do serve the SECRETARY OF STATE
 his successors in office and assigns in the Forest Department of the Government
 of Bihar and Orissa for a period not less than five years and shall during the
 whole of such period diligently and efficiently do all acts and discharge all
 duties which may be required to be done by him in the capacity as an officer of
 the said Department.

3. The SECRETARY OF STATE or himself his successors in office and assigns
 hereby engage to educate the said at the Forest
 College, Dehra Dun, in all matters relating to the forest science forest work
 and forest administration that it may be deemed necessary by the President of
 the said College to teach the said

4. The SECRETARY OF STATE shall pay the said
 during his stay at the said College at the rate of Rs. per month
 which may be increased provided that the President of the said College is
 satisfied with his work and behaviour and thereafter while the said

shall faithfully and diligently serve as an officer of the said
 Forest Department at the rate of not less than Rs. 50 per month provided
 that the said shall have obtained the Higher
 Standard Certificate of the Forest College and at the rate of not less than Rs.
 40 per month if the said shall have obtained

the Lower Standard certificate only and the said
 shall be entitled according to his pay and grade to all the rights and privileges

in respect of pay pension and promotion accorded to officers of all the said Department for the time being by the Rules and Regulations of the Department.

5. Lastly, it is hereby agreed and declared that the Secretary of State his successors in office or assigns shall be at liberty in the event of the negligence failure to attend to duty, idleness or any insubordination or misconduct, on the part of the said at any time during the College course or the said service as to which a certificate under the hand of the President of the said College or the Conservator of Forests, Bihar and Orissa respectively shall be conclusive evidence and binding on the said to rescind this agreement and to dismiss him from the said Forest College or the service of the said Department or both of them and in such case the said shall not be entitled to any of the privileges hereby granted to him, and the said or

shall thereupon refund to the SECRETARY OF STATE his successors in office or assigns to the total cost (including the monthly payments to be made to the said

while at the said College as aforesaid) incurred by the Secretary of State of his successor in office or assigns in respect of the education of the said at the said College

which cost (inclusive of the said payments) shall for the purpose of these presents be taken to be the sum of nine hundred rupees per annum.

6. This agreement is intended to be ratified by the said when he attains his majority.

In witness whereof the said parties of these presents have hereunto set their respective hands and seals the day and year first above written.

Witnesses.

Signatures.

1.

1.

2.

2.

FORM No. 143.

[Rule 119.]

BOND.

(*Rangers' Course.*)

KNOW ALL MEN by these presents that we

of,

(principal obligor)

of

and

of

(sureties) are jointly and severally bound to the

Secretary of State for India in Council in the sum of Rs. 1,500 to be paid to the said SECRETARY OF STATE his successors in office or assigns or his or their certain attorneys or attorney for which payment well and truly to be made we bind ourselves our heirs executors administrators and representatives and each of us

binds himself his heirs executors administrators and representatives firmly by these presents sealed with our seals and dated this
 . day of One thousand nine hundred
 and

WHEREAS the SECRETARY OF STATE for India in Council for himself and successors in office and assigns has (subject to the conditions set forth in an agreement bearing even date herewith and made between

of the first part of the said
 of the second part and the SECRETARY OF STATE of the third part) engaged to educate the said at the Dehra Dun Forest College in all matters relating to forest science forest works and forest administration that it may be deemed necessary by the President of the College to teach the said

and has also agreed to pay him during the first two years of his stay at the said College at the rate of Rs. per month and whereas the cost per annum of such education without any such allowance being included is estimated at Rs. 900 per annum which shall be taken and is hereby agreed to be the actual cost for the purpose of these presents and whereas in consideration of such education and pay to be given to the said

as aforesaid by the said SECRETARY OF STATE and his successors in office and assigns the said has agreed with the said SECRETARY OF STATE his successors in office and assigns that he will after completing his studies at the said College and if required to do so serve in the Forest Department of the Government of Bihar and Orissa for a period of not less than five years during the whole of which time he will diligently and efficiently do all acts and discharge all duties which may be required of him to be done in his capacity as an officer of the said Department. And whereas the said SECRETARY OF STATE has also on his part agreed that the said shall be paid for such service at the rate of not less than Rs. 50 per month provided that the said shall have obtained the Higher Standard Certificate of the Forest College and at the rate of not less than Rs. 40 per month if the said shall have obtained the Lower Standard Certificate of the said College only and shall be entitled according to his pay and grade to all the rights and privileges in respect of pay pension and promotion accorded to officers of the said Department for the time being by the Rules and Regulations of the Department. And whereas for the purpose of securing and indemnifying the said SECRETARY OF STATE his successors in office and assigns against all loss and damage which he or they might or may in any way suffer by reason of the said being dismissed from his

or leaving without permission the said College before the completion of studies there or the service of the said SECRETARY OF STATE his successors in office

or assigns before the expiration of five years from the date of completion of aforesaid and of other the duties appertaining thereto or which may lawfully be required of him and the indemnity of the said SECRETARY OF STATE IN COUNCIL and his servants against loss from or by reasons of the acts or defaults of the said (1)

and all of and every the person and persons aforesaid. Now the conditions of the above written bond is such that if the said (1)

has while he has held the said office of as aforesaid always duly performed and fulfilled the said duties of the said office and other the duties aforesaid and if he the said (1) shall whilst he shall hold the said office always duly perform and fulfill all and every the duties thereof aforesaid and further if the said (2)

and (3) do and shall indemnify and save harmless the said SECRETARY OF STATE IN COUNCIL his successors and assigns the Government of Bihar and Orissa, and all and every the person or persons who from time to time has or have held or shall hold or exercise the said office of Divisional Forest Officer while the said (1)

has held or shall hold and enjoy the said office of as aforesaid of and from all and every loss and damage which during the time the said (1) had held executed and enjoyed the said office has happened or been sustained or shall or may at any times or time hereafter during the time that he the said (1)

shall hold or exercise or act in the said office happen to or be sustained by the said SECRETARY OF STATE IN COUNCIL his successors or assigns the Government of Bihar and Orissa, or the said Divisional Forest Officer for the time being by from or through the means of the neglect failure misconduct disobedience omission or insolvency of the said (1) or any servants peons

or coolies serving under him or by from or through the consuming wasting embezzling stealing mispending losing misapplying or otherwise dishonestly or negligently or through oversight or violence making away or parting with the said property or any part or parts thereof by any person or persons whomsoever whilst he the said (1) has acted or shall continue

to act in the said office of as aforesaid then this obligation to be void and of no effect otherwise the same shall be and remain in full force and virtue : Provided always and it is hereby agreed and declared that neither of them the said (2)

and (3) shall be at liberty to terminate his suretyship so long as he holds the appointment aforesaid in the Forest Department : Provided always and it is hereby declared and agreed by the said (2)

Note.—In fill in—(1) indicates the Principal.
(2) " the 1st Surety.
(3) " the 2nd Surety.

and (3)

with

the said SECRETARY OF STATE IN COUNCIL that the sum of Rs.

rupees so deposited and such further sums as will be deposited as aforesaid respectively or such other Government security or securities to the same amount as the Divisional Forest Officer for the time being of the Government of Bihar and Orissa may consent from time to time to accept and receive and shall accordingly receive in lieu of and in exchange for the same and the interest thereof respectively shall be and remain with the said Divisional Forest Officer for the time being or the Government of Bihar and Orissa, as and for part an additional security to the said SECRETARY OF STATE IN COUNCIL his successors and assigns for the purposes aforesaid with full powers to the said SECRETARY OF STATE IN COUNCIL his successors or assigns or his or their officers and servants duly authorized in that behalf from time to time as occasion shall require to convert to his own use the said sums or a sufficient portion thereof with the interest thereon and to apply the proceeds thereof in and towards the indemnity as aforesaid of the said SECRETARY OF STATE IN COUNCIL his successors and assigns as the case may require but nevertheless the interest of the said sum deposited may in the meantime be paid over as the same shall be realized by the said Divisional Forest Officer for the time being or the Government of Bihar and Orissa, if they shall think fit to the said (1).

: Provided further and it is hereby

expressly agreed and declared between and by the said (2)

and (3)

and the SECRETARY OF STATE IN COUNCIL that

it shall be lawful for the said (1)

with the consent of the

said Divisional Forest Officer or of other the person exercising his functions for the time being under the sanction of the Government of Bihar and Orissa to change and substitute for the said deposit of Rs.

rupees

and future deposits or any part thereof or any substituted securities from time to time other securities of the same or other loans of the same or greater value without in any way affecting the obligation of the said bond or the liability of the said (2)

and (3)

as such securities as aforesaid, and it is hereby

lastly agreed and declared by and between the said (1)

and the said (2)

and (3)

as his the said (1)

's sureties and the said SECRETARY OF STATE

TARY OF STATE that on the vacation by the said (1)

(a) Note.—In filling in—(1) indicates the Principal.

(2) " the 1st Surety.

(3) " the 2nd Surety.

(b) On the completion of the full deposit required under the rules, a fresh bond should be executed by the Principal, but the original bond should not be cancelled. Conservator's Circular No. 176—SSE., dated 16th October 1899, the sureties remaining responsible as long as the officer holds his appointment in this Department.

FORM No. 47.

[Rule 151.

AGREEMENT.

(Provincial Service Course.)

ARTICLES OF AGREEMENT made and entered into this _____ day of _____
 one thousand nine hundred _____ between _____
 of _____ of the first part
 of _____ ward of the said

_____ of the second part and the SECRETARY OF STATE for India in Council hereinafter referred to as the SECRETARY OF STATE of the third part. Whereby each of the parties hereto so far as the covenants and conditions hereinafter contained are or ought to be observed and performed by him covenants with the other of them as follows :—

1. The said _____ hereby of his own free will and consent and with the approbation and consent of the said

testified by the execution by him of these presents agrees with the SECRETARY OF STATE his successors in office and assigns that he the said _____ shall throughout the prescribed

period of the Institute Course of _____ years will diligently and faithfully pursue his studies at the Research Institute at Dehra Dun, and use his best endeavours to qualify for the Forest Service of the Government of Bihar and Orissa.

2. The said _____ shall after completing his studies at the said Research Institute and if so required to do serve the SECRETARY OF STATE his successors in office and assigns in the Forest Department of the Government of Bihar and Orissa for a period not less than five years and shall during the whole of such period diligently and efficiently do all acts and discharge all duties which may be required to be done by him in his capacity as an officer of the said Department.

3. The SECRETARY OF STATE for himself his successor in office and assigns hereby engage to educate the said _____ at the Research Institute, Dehra Dun, in all matters relating to the forest science forest works and forest administration that it may be deemed necessary by the President of the said Institute to teach the said _____

4. The SECRETARY OF STATE shall pay the said _____ during his stay at the said Research Institute at the rate of Rs. _____ per month which may be increased provided that the President of the said Institute is satisfied with his work and behaviour and thereafter provided that the said _____ complies with the rules now in force for the direct appointment of candidates to the Provincial

Forest Service in Bihar and Orissa and thereafter while the said
 shall faithfully and diligently serve as an officer of
 the said Forest Department at the rate of not less than Rs.
 per month provided that the said shall have completed the course
 to the satisfaction of the President of the said Institute and the said
 shall be entitled according to his pay and
 grade to all the rights and privileges in respect of pay, pension and promotion
 accorded to officers of the said Department for the time being by the Rules
 and Regulations of the Department.

5. Lastly. It is hereby agreed and declared that the SECRETARY OF STATE
 his successors in office or assigns shall be at liberty in the event of the negli-
 gence failure to attend to duty idleness or any insubordination or misconduct
 on the part of the said at any time
 during the said Institute course or the said service as to which certificate
 under the hand of the President of the said Institute of the Conservator of
 Forests, Bihar and Orissa, respectively, shall be conclusive evidence and
 binding on the said to rescind
 this agreement and to dismiss him from the said Research Institute or the
 service of the said Department or both of them and in such case the said
 shall not be entitled
 to any of the privileges hereby granted to him, and the said
 or shall thereupon
 refund to the SECRETARY OF STATE his successors in office or assigns the total
 cost (including the monthly payments to be made to the said
 while at the said
 Institute as aforesaid) incurred by the SECRETARY OF STATE or his successors
 in office or assigns in respect of the education of the said
 at the said Institute which cost (inclusive of the
 said payments) shall for the purpose of these presents be taken to be the sum
 of twelve hundred rupees per annum.

6. This agreement is intended to be ratified by the said
 when he attains his majority.

In witness whereof the said parties of these presents have hereunto set
 their respective hands and seals the day and year first above-written.

Witnesses.

Signatures.

1.

1.

2.

against all loss and damage which he or they shall in any way suffer by reason of the said being dismissed either while at the said Institute or while in the service of Government thereafter or of his leaving without permission the said Institute before the completion of his studies there or the service of the said SECRETARY OF STATE his successors in office or assigns before the expiration of five years from the date of such completion and shall in the event of any such dismissal or leaving without permission as aforesaid also pay to the said SECRETARY OF STATE his successors in office or assigns the cost of the education of the said

at the said Institute (including the said monthly payments to be made as aforesaid) then the above-written bond or obligation shall be void, otherwise the same shall remain in full force and virtue : Provided always, and it is hereby expressly agreed and declared that these presents shall be treated and considered as entered into under the orders of the Government of India for the performance by the said

of a public duty and an action which the public are interested within the meaning of section seventy-four of Act IX of one thousand eight hundred and seventy-two of the Legislative Council of India.

In witness whereof the said parties to these presents have hereunto set their respective hands and seals the day and year first above-written.

Witnesses.

Signatures.

1.

1.

2.

2.

3.

FORM No. 49.

..... DIVISION.

REGISTER OF FOREST BUILDINGS IN THE.....

FORMS.

Serial number of building.	Name of building.	Date of erection or purchase (if purchased, enter also the date of erection as nearly as can be ascertained).	NATURE OF BUILDING.				Cost.			By whom and how occupied.	Remarks.
			Walls.	Roof.	Floor.	Superficial plinth area including verandahs.	Initial.	Subsequent capital expenditure.	Repairs.		
1			5	6	7	8	9	10	11	12	13
2	3	4					Rs.	Rs.			

Foot note.—(1) Main building and all out-houses will have the same serial numbers but out-houses will be numbered with the addition of a letter ;

(2) The cost of repairs will be with effect from current year and will be carried on as a running total each year.

(3) The cost of repairs will be with effect from current year and will be carried on as a running total each year.

(4) Main building and all out-houses will have the same serial numbers but out-houses will be numbered with the addition of a letter ;

(5) The cost of repairs will be with effect from current year and will be carried on as a running total each year.

FORM NO. 50.

[Rule 113.]

AGREEMENT FOR THE SALE OF COFFICE COUPES.

ARTICLES OF AGREEMENT made and entered into this day
 of 19 between the SECRETARY OF STATE FOR INDIA
 IN COUNCIL (hereinafter called the SECRETARY OF STATE which expression
 where the context so admits shall include his successors in office and assigns)
 of the one part and
 son of
 caste
 inhabitant of

in the district of
 (hereinafter called the purchaser which expression
 where the context so admits shall include his heirs executors administrators and
 assigns) of the other part, WHEREAS the SECRETARY OF STATE has agreed with
 the Purchaser for the sale to him of all trees and bamboos in the area herein-
 after mentioned except trees specially reserved by the Forest Officer in charge
 of the

Division (hereinafter called the Forest Officer
 subject to the terms and conditions hereinafter contained AND WHEREAS the
 Purchaser has deposited with the Forest Officer the sum of Rs. as
 security for the due performance and observance of the terms and conditions
 of this agreement. Now it is mutually covenanted and agreed as follows that
 is to say:—

1. The SECRETARY OF STATE hereby grants to the purchaser liberty
 and license for him and his agents and servants to enter into the area described
 in the Schedule hereto, and which area is hereinafter referred to as the *Coupe*
 at all times between the day of 19 and the
 day of 19 for the purpose of cutting
 in the said coupe during such period all trees and bamboos he may find there
 in whether standing or fallen except the trees specially reserved by the Forest
 Officer in the manner hereinafter described and which trees are known and
 referred to as Standards and to convert or fashion the said trees and bamboo
 into such kinds of produce as the purchaser may desire and to remove the
 same from the said coupe during the period aforesaid.

2. The purchaser shall pay to the Forest Officer as the price of the said pro-
 duce the sum of Rs. in the instalments and on or
 before the dates following, that is to say:—

Rupees	on the
Rupees	on the
Rupees	on the
Rupees	on the

3. The said security deposit shall be retained by the Forest Officer as security for the due observance and performance by the purchaser of the agreements on his part herein contained and any sums of money which shall become payable by the purchaser to the SECRETARY OF STATE under any of the articles of this agreement may be deducted therefrom. The Purchaser shall in the event of any such deduction forthwith pay to the Forest Officer such sum as shall be required to make up the deposit to the full amount.

Felling Rules. 4. (a) The Forest Officer shall be at liberty to divide the coupe up into sections and debar felling by the purchaser in any section until the next preceding section shall have been felled in accordance with the rules contained in this article.

(b) The purchaser shall commence the felling of the trees on such boundary of the coupe or section thereof as the Forest Officer may order and shall thereafter proceed continuously and with as even a front as possible from such boundary towards the opposite boundary of the coupe or section but shall not be at liberty to commence felling at different points of the same section until such point has been reached in the way described.

(c) The Forest Officer shall mark all Standards in the coupe by means of a ring of paint at or about $4\frac{1}{2}$ feet from the ground and may in addition inscribe a cross on some or all of such standards. Either the ring of paint or inscribed cross shall be accepted by the purchaser that the trees so marked is a standard and must not be felled.

(d) The purchaser shall cause all trees (which expression includes woody shrubs) to be felled with a sharp axe or saw as close as possible to the ground and in such a way that the bark of the stool is not split or torn. The trees shall be so felled at one operation, not first felled high and subsequently dressed down.

(e) No Standard shall be damaged by the felling of other trees or in any other way.

(f) All bamboos found standing in the coupe shall be felled by the purchaser not more than two feet from the ground whether utilizable or not.

(g) Charcoal may only be manufactured by the purchaser between the day of and the day of in each year and on such conditions as the Forest Officer may lay down.

The purchaser shall be liable to pay special compensation as assessed by the Forest Officer for any damage caused by the breach of any of the clauses of this article.

Responsibility
of purchaser
for his Agents
and workmen.

5. The purchaser shall not employ in the said forest any person whom the Forest Officer may order him not to employ and shall in all cases be

responsible for the acts of his the purchaser's agents and workmen while such agents or workmen are within the Reserved Forests or engaged in any work arising out of this agreement and shall likewise be responsible for any negligence or omission of such agents or workmen to carry out the articles of this agreement and the purchaser shall at all times abide by and observe the rules and regulations for the time being of the Forest Department for the protection of the Forests and for the regulation of the export and transit of timber and other Forest-produce and further that in the event of his becoming aware of the breach by any person or persons whomsoever of any of the aforesaid Rules and Regulations of the Forest Department he will forthwith report the fact of such breach to the nearest Forest Ranger, Deputy Ranger or Forester and use his best endeavours to discover the whereabouts of the person or persons concerned in the commission of such breach and render any assistance if so required in arresting such person or persons and in procuring his or their conviction by the proper authorities and the purchaser shall be responsible and liable for all loss or injury caused to the SECRETARY OF STATE by reason of any failure or default by him or any person or persons employed by or acting under him or with his authority express or implied in the observance of the covenants herein contained.

6. Pending payment by the purchaser of all the instalments specified in clause 2 hereof the Forest Officer when he is of opinion that the value of the produce already removed from the said coupe equals or exceeds the total of the instalments then paid by the purchaser may at his discretion prohibit the removal of any further produce from the said coupe pending the payment by the purchaser of such further instalment or instalments as the Forest Officer may order.

7. In case of the failure of the purchaser to pay any of the instalments in the second paragraph hereof mentioned on or before the dates therein provided for payment or in case of the breach by him of any of the terms and conditions herein contained it shall be lawful for the SECRETARY OF STATE at any time by notice in writing to the purchaser under the hand of the Forest Officer to determine this agreement and thereupon the purchaser shall forfeit all his right to cut and remove any trees that shall not have already been cut and he shall also forfeit his security deposit and it shall further be lawful for the SECRETARY OF STATE to attach and seize all trees that may have been cut or produce converted or fashioned from the said trees and all implements which may then be in or upon the said coupe and any loss which may be sustained by the SECRETARY OF STATE in consequence of such failure or breach (of the amount of which loss the certificate in writing of the Forest Officer shall be final and conclusive) shall so far as the same is not covered by the amount of

the security deposit of the purchaser so to be forfeited as aforesaid and by the proceeds of sale of any trees produce or implements which may have been seized by the Forest Officer as aforesaid be paid by the purchaser on demand PROVIDED however that nothing in this clause contained shall prejudice the right of the SECRETARY OF STATE to institute legal proceedings against the purchaser in respect of any breach of any of the covenants and Agreements on his part herein contained or shall absolve the purchaser from liability to a criminal prosecution under the provisions of the Indian Forest Act in respect of any breach by him or by any persons in his employ of any of the Rules and Regulations for the time being in force of the Forest Department herein before mentioned.

8. In the event of the termination of this Agreement by effluxion or time all cut trees and produce of the said coupe which shall not prior to the date of such termination have been removed by the purchaser from the limits of the Reserved Forests shall thenceforth become the absolute property of the SECRETARY OF STATE who shall be at liberty to sell remove or otherwise deal with the same in such manner as he shall think fit and the purchaser shall have no further claim to cut and remove any trees in the said coupe that may at the date aforesaid remain uncut and in neither of the cases above mentioned shall he be entitled to claim any compensation whatsoever.

9. In the event of the termination of this Agreement by effluxion of time or in the event of the purchaser having cleared the said coupe prior to such date the amount of the said security deposit then in the hands of the Forest Officer will be returned to the purchaser within one month from the date of the termination of this Agreement or from the date upon which the purchaser shall have finished work in the said coupe to the satisfaction of the Forest Officer and withdrawn his workmen therefrom whichever may be the earlier.

10. The purchaser shall not be entitled to any compensation whatever for any loss that may be sustained by him by reason of fire or tempest or other like occurrence or by reason of theft on the part of any person or persons whomsoever within the said coupe or by reason of its being shown that the area of the coupe is less than the area stated in the schedule or maps, if any, attached hereto.

11. The purchaser shall not without the previous permission of the Forest Officer in writing cart his timber over forest roads from the first day of July to the fifteenth day of October in any year.

12. Lastly it is hereby mutually agreed between the parties hereto that in the event of any dispute arising with regard to the terms of these presents or the construction or meaning thereof or of any part thereof or as to the

same into such logs or scantlings as he may desire and removing such logs or scantlings for his own use.

2. The Purchaser shall pay to the Forest Officer for and on account of the SECRETARY OF STATE in (part) payment for the said logs and scantlings the sum of Rupees _____ in the instalments and on or before the dates following that is to say :—

Rupees	on the	day of
Rupees	on the	day of
Rupees	on the	day of
Rupees	on the	day of

And also before removal thereof on demand being made to him in writing by the Forest Officer or his Agent the further sums calculated at the rates specified in the Schedule B hereto.

3. The said security deposit of Rs. _____ shall be retained by the Forest Officer as security for the due observance and performance by the Purchaser of the Covenants and Agreements on his part contained herein and any sums of money which shall become payable by the Purchaser to the SECRETARY OF STATE under any of the articles of this Agreement may be deducted therefrom. In the event of any such deduction the Purchaser shall forthwith pay to the Forest Officer such sum as shall be required to make up the deposit to the full amount.

Responsibility of purchaser for agents and workmen.

4. The Purchaser shall not employ in the said Forest any person whom the Forest Officer may order him not to employ and shall in all cases be responsible for the acts of his the purchaser's agents and workmen while such agents or workmen are within the Reserved Forests or engaged in any work arising out of this agreement and shall likewise be responsible for any negligence or omission of such agents or workmen to carry out the terms of this agreement and the purchaser will at all times abide by and observe the Rules and Regulations for the time being of the Forest Department for the protection of the Forests and for the regulation of the export and transit of timber and other Forest-Products and further that in the event of his becoming aware of the breach by any person or persons whomsoever of any of the aforesaid Rules and Regulations of the Forest Department he will forthwith report the fact of such breach to the nearest Forest Ranger, Deputy Ranger or Forester and use his best endeavours to discover the whereabouts of the person or persons concerned in the commission of such breach and render any assistance if so required in arresting such person or persons and in procuring his or their conviction by the proper authorities and the Purchaser shall be responsible and liable for all loss or injury caused to the SECRETARY OF STATE by reason of any failure or

default by him or any person or persons employed by acting under him or with his authority express or implied in the observance of the Covenants herein contained.

5. No tree shall be felled which has not been marked at the base by the Forest Department hammer prescribed for that purpose by the Forest Divisional Officer and that all such marked trees shall be felled *immediately* above the said mark but not in such way as to deface or obliterate the said mark, and the purchaser shall not fell or damage any other tree by the felling of the marked trees or in any other way and in the event of any such damage he shall be liable to pay compensation for such damage unless in the opinion of the Forest Officer such damage is unavoidable. Regarding
Felling.

6. The Purchaser without the special permission in writing of the Divisional Forest Officer shall not convert any tree inside the reserved forest otherwise than :— As regards
conversion
and removal.

- (a) by sawing it into round logs and removing the bark therefrom, or
- (ii) by sawing it into sleepers or scantlings. The Purchaser shall not waste any part of a tree or log nor shall he remove any log or scantling from the site of its tree-stump before
- (a) it has been measured by the Forest Officer or his agent (as to which measurement the Purchaser and the persons so employed by him as aforesaid shall in all respects conform to the requirements of the Forest Officer or his Agent both as to the time and manner of measurement and shall afford all such assistance and facilities with regard thereto as the Forest Officer or his Agent may require),
- (b) it has been paid for as herein provided,
- (c) it has been marked with the Government sale mark,
- (d) a pass has been given by the Forest Officer for its removal,
- (e) it has been marked with the Purchaser's registered property mark,
- (f) the tree-stump to which it belongs has been numbered on the cut surface.

For the purpose of this clause the term "waste" signifies either to leave marketable pieces of timber within the forest or to convert it in such a way that the greatest possible value of the outturn is not realizable by the SECRETARY OF STATE.

7. The Forest Officer or his Agent may withhold permission to remove any log or scantling if he be of opinion that the value of the logs and scantlings already removed equals or exceeds the total of the sums for the time being

paid by the purchaser or pending payment by the purchaser of any sum or sums due from the purchaser to the SECRETARY OF STATE under this agreement.

8. The Purchaser shall not be entitled to claim any reduction or refund of the sums payable or paid by him under clause 2 hereof on the grounds that roads are insufficient or in bad order or that any of the said trees are unsound or undersized or that the number of the said trees is less than the number stated in Schedule C hereto or that the area differs from that laid down in Schedule A or map attached.

9. The Purchaser shall not without the previous permission of the Forest Officer in writing cut his timber over forest roads from the first day of July to the fifteenth day of October in any year.

10. In case of the failure of the Purchaser to pay any of the instalments in clause 2 mentioned on the dates therein provided for payment or in the event of any breach of the terms of this agreement it shall be lawful for the SECRETARY OF STATE at any time by notice in writing to the Purchaser under the hand of the Forest Officer to determine this Agreement and thereupon the Purchaser shall forfeit his security deposit all his rights under this agreement and it shall further be lawful for the SECRETARY OF STATE to attach and seize all trees that may have been cut and logs or scantlings which may then be within the limits of the Reserved Forests and any loss or damage which may be sustained by the SECRETARY OF STATE in consequence of such failure or breach of the amount of which loss the certificate in writing of the Forest Officer shall be final and conclusive) shall so far as the same is not covered by the amount of the said security deposit and by the proceeds of sale of any trees logs or scantlings which may have been seized by the Forest Officer as aforesaid be paid by the Purchaser on demand PROVIDED however that nothing in this clause contained shall prejudice the right of the SECRETARY OF STATE to institute legal proceedings against the Purchaser in respect of any breach of any of the Covenants and Agreements on his part herein contained or shall absolve the Purchaser from liability to a criminal prosecution under the provisions of the Indian Forest Act in respect of any breach by him or by any persons in his employ of any of the Rules and Regulations for the time being in force of the Forest Department hereinbefore mentioned.

11. The Purchaser shall not be entitled to claim any compensation whatever for any loss that may be sustained by him by reason of fire or tempest or other occurrences or by reason of theft on the part of any person or persons whomsoever within the said Forest.

12. In the event of the termination of this Agreement by effluxion of time all cut trees logs or scantlings which shall not prior to the date of such

termination have been removed by the purchaser from the limits of the Reserved Forest shall thenceforth become the absolute property of the SECRETARY OF STATE who shall be at liberty to sell remove or otherwise deal with the same in such manner as he shall think fit and the Purchaser shall also forfeit all his rights under this Agreement to cut and remove any trees that may at the date aforesaid remain uncut and in neither of the cases abovementioned shall he be entitled to any compensation whatsoever.

13. In the event of the termination of this Agreement by effluxion of time or in the event of the Purchaser having cut all the said trees and removed from the Reserved Forest all logs and scantlings converted therefrom prior to such date the sum deposited under paragraph three hereof or such portion of the said sum as may remain to the credit of the Purchaser after deducting therefrom any amount or amounts which may have been appropriated by the SECRETARY OF STATE as hereinbefore provided shall be returned to the purchaser within one month from the date of the termination of this Agreement or from the date upon which the Purchaser proves to the satisfaction of the Forest Officer that he has completed the removal of all logs or scantlings converted from the said trees and has duly complied with all the provisions of this Agreement whichever may be the earlier.

14. Lastly it is mutually agreed between the parties hereto that in the event of any dispute arising with regard to the terms of these presents or the construction or meaning thereof or of any part thereof or as to the performance of any act thereby required to be done or as to any other matter or thing in connection therewith the decision of the Conservator of Forests, Bihar and Orissa, upon the matter of such dispute shall be final and binding on the parties hereto.

15. The cost of any stamp duty payable in respect of this instrument shall be borne by the SECRETARY OF STATE

IN WITNESS whereof the said parties to these presents have hereunto set their respective hands and seals the day and year above written.

Signed Sealed and Delivered by

Signed Sealed and Delivered by the above named

In the presence of

The Schedule above referred to

REPORT OF THE OCCURRENCE OF A FIRE.*in the**on the***I.—Estimated area affected****II.—Estimated damage done****III.—Supposed cause of the outbreak****IV.—Measures taken to bring the offender to justice****V.—Remarks**

